

UNITED STATES DISTRICT COURT  
DISTRICT OF NEW JERSEY

UNITED STATES OF AMERICA,	)	
	)	
Plaintiff,	)	
	)	
v.	)	Civil Action No. 2:22-cv-07326
	)	
ALDEN LEEDS, INC., et al.,	)	
	)	
Defendants.	)	

**CONSENT DECREE**

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WHEREAS, the United States of America (“United States”), on behalf of the Administrator of the United States Environmental Protection Agency (“EPA”), filed a Complaint in this matter under Section 107 of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. §§ 9607, as amended (“CERCLA”), seeking reimbursement of response costs, and declaratory judgment for future response costs, in connection with the release or threatened release of hazardous substances at the 17-mile Lower Passaic River Study Area (the “LPRSA”) of the Diamond Alkali Superfund Site in New Jersey (“the Site”).

WHEREAS, this Consent Decree concerns Operable Unit Two (“OU2”) and Operable Unit 4 (“OU4”) of the Site, as further defined in Section III (Definitions) below.

WHEREAS, the Site also includes the former Diamond Alkali property located at 80 and 120 Lister Avenue in Newark, New Jersey, denominated as OU1 of the Site, as well as the Newark Bay Study Area, denominated as OU3.

WHEREAS, in response to the release or threatened release of hazardous substances at or from the Site, EPA and others have undertaken and continue to undertake response actions at the Site under CERCLA.

WHEREAS, the United States alleges in its complaint that the Diamond Alkali Company operated a manufacturing facility located at 80 Lister Avenue in Newark, New Jersey, which produced, among other products, the defoliant chemical known as “Agent Orange.” A byproduct of the manufacturing processes was 2,3,7,8-TCDD (2,3,7,8-tetrachlorodibenzo-p-dioxin, or “dioxin”), which was released into the Passaic River.

WHEREAS, the United States alleges in its complaint that each Settling Defendant is liable under Section 107(a) of CERCLA for the release or threatened release of hazardous substances for which the United States incurred, and will incur, response costs in connection with the Site;

WHEREAS, EPA, under Section 105 of CERCLA, 42 U.S.C. § 9605, placed the Site on the National Priorities List, set forth at 40 C.F.R. Part 300, on September 21, 1984.

WHEREAS, sampling and assessment of sediments in the LPRSA has revealed the presence of dioxin and other hazardous substances including, but not limited to, polychlorinated biphenyls (“PCBs”), polycyclic aromatic hydrocarbons (“PAHs”), dichlorodiphenyl-trichloroethane (“DDT”) (and its breakdown products), dieldrin, mercury, copper, and lead.

WHEREAS, on September 30, 1987, EPA issued a Record of Decision (“ROD”) setting forth an interim remedy for OU1, that, pursuant to a Consent Decree entered in 1990 with the United States and the New Jersey Department of Environmental Protection, Occidental Chemical Corporation (“OCC”) and Chemical Land Holdings, Inc. (subsequently known as Tierra Solutions, Inc.) agreed to implement. *United States, et al. v. Occidental Chemical Company, et al.*, Civil Action. No. 89-5064 (D.N.J.). The interim remedy selected in the OU1 ROD consisted of: demolishing a warehouse and other structures on the property; capping contaminated soils and material; installing subsurface slurry walls on three sides of the property and a sheet-pile

flood wall along the river; and constructing and operating a groundwater collection and treatment system. Construction of the interim remedy was completed in 2001.

WHEREAS, in 1994, OCC entered into an Administrative Order on Consent with EPA to investigate a six-mile stretch of the Lower Passaic River. The primary objectives of the investigation were to determine: (1) the spatial distribution and concentration of hazardous substances, both horizontally and vertically, in the sediments; (2) the primary human and ecological receptors of contaminated sediments; and (3) the transport of contaminated sediment. Tierra Solutions, Inc. (“Tierra”) performed the work on OCC’s behalf, under the oversight of EPA.

WHEREAS, sampling results from the investigation of the six-mile stretch and other environmental studies demonstrated that a more comprehensive evaluation of a larger area was necessary because sediments contaminated with hazardous substances are present throughout the six-mile stretch of the River. Further the tidal nature of the Lower Passaic River had resulted in greater dispersion of hazardous substances into and out of the six-mile stretch.

WHEREAS, in 2002, EPA commenced a remedial investigation and feasibility study (“RI/FS”) of the 17-mile LPRSA, now denominated as OU4. In 2004, EPA and a group of potentially responsible parties (“PRPs”) known as the Cooperating Parties Group (“CPG”) entered into a Settlement Agreement under Section 122(h) of CERCLA in which members of the CPG agreed to provide funds for EPA’s performance of the 17-mile LPRSA RI/FS. That Settlement Agreement was amended in 2005 and 2007, adding more parties.

WHEREAS, in May 2007, certain members of the CPG entered into an Administrative Settlement Agreement and Order on Consent (“2007 ASAOC”) with EPA in which those parties agreed to take over the performance of the RI/FS for the 17-mile LPRSA under EPA oversight. The 2007 ASAOC was subsequently amended to add additional parties.

WHEREAS, the data showed that the majority of the contaminated sediments are found in the lower 8.3 miles of the LPRSA. For this reason, EPA performed a remedial investigation/focused feasibility study (“RI/FFS”) of that area while the RI/FS for the 17-mile LPRSA was ongoing.

WHEREAS, based on the data, EPA determined that contaminated sediments in the lower 8.3 miles of the LPRSA are a major source of contamination to the rest of the LPRSA.

WHEREAS, in June 2012, EPA and certain members of the CPG entered into a settlement agreement to remove approximately two feet of sediment from the eastern bank of the Passaic River at River Mile 10.9 and cap that area (“River Mile 10.9 ASAOC”). In that same period, EPA issued a Unilateral Administrative Order for Removal Response Activities to OCC, which required OCC to perform certain activities at River Mile 10.9 and to cooperate with the signatories of the River Mile 10.9 ASAOC. EPA has determined that the work required by the River Mile 10.9 ASAOC has been completed, except for continuing obligations set forth below in Section VIII (Prior Administrative Orders).

WHEREAS, on March 3, 2016, EPA issued a ROD for OU2 (“OU2 ROD”), selecting a remedy for the lower 8.3 miles of the LPRSA, that includes: 1) construction of an engineered cap over the river bottom of the lower 8.3 miles of the LPRSA; 2) bank-to-bank dredging of the river (approximately 3.5 million cubic yards of sediments) so the cap can be placed without increasing the potential for flooding and to allow for the continued use of the federally-authorized navigation channel in the 1.7 miles of the river closest to Newark Bay; 3) reconstructing dredged mudflat areas and restoring mudflat habitat; 4) transport of dredged material to a sediment processing facility for dewatering followed by offsite disposal; 5) institutional controls to protect the cap and enhanced public outreach to increase awareness of New Jersey Department of Environmental Protection’s prohibitions on fish and crab consumption; and 6) long term monitoring and maintenance. EPA identified many hazardous substances in OU2 sediments, but, as identified in the OU2 ROD, eight contaminants of concern pose the greatest potential risks to human health and the environment: dioxins/furans, PCBs, mercury, DDT, PAHs, dieldrin, copper, and lead. The estimated cost of the remedy for OU2 is \$1.38 billion.

WHEREAS, on September 30, 2016, EPA and OCC entered into Administrative Settlement Agreement and Order on Consent for Remedial Design, CERCLA Docket No. 02-2016-2021 (“2016 RD ASAOC”), pursuant to which OCC is performing, under EPA oversight, the remedial design for the remedial action selected in the OU2 ROD.

WHEREAS, in 2018, EPA entered into an Administrative Settlement Agreement under Section 122(h)(1) of CERCLA, 42 U.S.C. § 9622(h)(1), CERCLA Docket No. 02-2017-2023 (the “2018 Settlement Agreement”), with 15 parties (the “2018 Settlement Agreement Parties”). Each of the 2018 Settlement Agreement Parties paid EPA \$280,600, per facility, to resolve its alleged CERCLA liability for OU2 of the Site associated with releases or disposal of hazardous substances from each party’s facility or facilities identified in the 2018 Settlement Agreement. The 2018 Settlement Agreement Parties are not definitively associated with release or disposal of any of the eight contaminants of concern identified in the OU2 ROD from the facilities identified in the 2018 Settlement Agreement.

WHEREAS, in 2021, EPA entered into another Administrative Settlement Agreement under Section 122(h)(1) of CERCLA, 42 U.S.C. § 9622(h)(1), CERCLA Docket No. 02-2020-2013 (the “2021 Settlement Agreement”), with an additional six parties (the “2021 Settlement Agreement Parties”). Each of the 2021 Settlement Agreement Parties paid EPA \$280,600, per facility, to resolve its alleged CERCLA liability for OU2 of the Site associated with releases or disposal of hazardous substances from each party’s facility or facilities identified in the 2021 Settlement Agreement. The 2021 Settlement Agreement Parties are not definitively associated with the release or disposal of any of the eight contaminants of concern identified in the OU2 ROD into the LPRSA from the facilities identified in the 2021 Settlement Agreement.

WHEREAS, on September 28, 2021, EPA issued a ROD for OU4 (“OU4 ROD”), selecting an interim remedy for the upper 9-miles of OU4. The interim remedy for OU4 consists of dredging and capping to control sediment sources of dioxin and PCBs by remediating surface sediments with elevated concentrations of those hazardous substances, and controlling subsurface sediments that might be exposed due to erosion. The estimated cost of the interim remedy is \$441 million.

WHEREAS, the defendants settling their liability under this Consent Decree (hereinafter, “Settling Defendants,” as further defined in Section III (Definitions) below) are listed in Appendix A of this Consent Decree.

WHEREAS, in 2017, EPA, through its prime contractor CSRA, Inc. (later, Eastern Research Group, Inc.), retained AlterEcho as a third-party neutral to perform an allocation that would assign non-binding shares of responsibility to the private parties identified by EPA as OU2 PRPs, and to determine relative groupings, or tiers, of responsibility. AlterEcho issued a Final Allocation Recommendation Report at the end of December 2020. The Final Allocation Recommendation Report recommends relative shares of responsibility for each allocation party’s facility or facilities evaluated in the allocation.

WHEREAS, the United States, upon review of the Final Allocation Recommendation Report, identified parties that were eligible for a cashout settlement for identified facilities. In addition, the United States identified the 2018 Settlement Agreement Parties and 2021 Settlement Agreement Parties as eligible to participate in this Consent Decree to resolve their alleged liability for OU4 of the Site.

WHEREAS, OU4 was included in the cashout settlement offer because the LPRSA is tidal, the facilities evaluated in the allocation are located throughout the 17 miles of the LPRSA (not just along the lower 8.3 miles), and the interim remedy selected for OU4 will complement the remedy selected for OU2. That the LPRSA is tidal means that releases of COCs into the river from the facilities would have been transported and settled throughout the LPRSA. The contamination and risk in the upper 9 miles of the LPRSA have been investigated and characterized by the RI/FS undertaken under the 2007 ASAO and, similar to OU2, the primary risk drivers are dioxins/furans and PCBs, with mercury, DDT (and its breakdown products), PAHs, dieldrin, copper, and lead also identified as COCs. The two remedies working together are meant to address the releases contributing to the human health and ecological risks to the LPRSA.

WHEREAS, the United States has concluded that the Settling Defendants, individually and collectively, are responsible for a minor share of the response costs incurred and to be incurred at or in connection with OU2 and OU4, except for the 2018 Settlement Agreement Parties and the 2021 Settlement Agreement Parties that have previously settled for OU2 response costs and, as a result, this Consent Decree addresses only their minor share of the response costs incurred and to be incurred at or in connection with OU4.

WHEREAS, the United States alleges in its Complaint that, in response to the release or threatened release of hazardous substances at or from the Site, EPA has performed response actions and has incurred response costs at the Site, and may perform additional response actions and may incur additional response costs in the future.

WHEREAS, the United States alleges in the Complaint that the Settling Defendants named therein are responsible parties under Section 107(a) of CERCLA, 42 U.S.C. § 9607(a), and are jointly and severally liable for response costs incurred and to be incurred at or in connection with OU2 and/or OU4.

WHEREAS, the Settling Defendants entering into this Consent Decree do not admit any liability to Plaintiff with respect to OU2 or OU4 of the Site.

WHEREAS, the United States and Settling Defendants agree, and this Court by entering this Consent Decree finds, that this Consent Decree has been negotiated by the Parties in good faith, that settlement of this matter without further litigation and without the admission or adjudication of any issue of fact or law is appropriate and will avoid prolonged and complicated litigation between the Parties, and that this Consent Decree is fair, reasonable, and in the public interest.

**NOW, THEREFORE**, it is hereby **ORDERED** and **DECREED**:

## **I. JURISDICTION AND VENUE**

1. This Court has jurisdiction over the subject matter of this action under 28 U.S.C. §§ 1131 and 1345, and Sections 107 and 113(b) of CERCLA, and personal jurisdiction over the Parties. Venue lies in this District under Section 113(b) of CERCLA and 28 U.S.C. §§ 1391(b) and 1395(a), because the Site is located in this judicial district. This Court retains jurisdiction over the subject matter of this action and over the Parties for the purpose of resolving disputes arising under this Consent Decree, entering orders modifying this Consent Decree, or effectuating or enforcing compliance with this Consent Decree. Settling Defendants may not challenge the terms of this Consent Decree or this Court's jurisdiction to enter and enforce this Consent Decree.

## **II. PARTIES BOUND**

2. This Consent Decree is binding upon the United States and upon Settling Defendants and their successors. Unless the United States otherwise consents, any change in ownership or corporate or other legal status of any Settling Defendant, including any transfer of assets, does not alter any of the Settling Defendants' obligations under this Consent Decree. Settling Defendants' responsibilities under this Consent Decree cannot be assigned without the consent of the United States.

3. Unless the United States otherwise consents, Settling Defendants shall continue to complete all requirements under this Consent Decree.

4. In any action to enforce this Consent Decree, no Settling Defendant may raise as a defense the failure of any of its officers, directors, employees, agents, contractors, subcontractors, or any person representing such Settling Defendant to take any action necessary to comply with this Consent Decree. Each Settling Defendant shall provide notice of this Consent Decree to each person representing such Settling Defendant with respect to the Site and of that Settling Defendant's obligations under this Consent Decree.



### III. DEFINITIONS

5. Terms not otherwise defined in this Consent Decree shall have the meanings assigned in CERCLA or in regulations promulgated under CERCLA. Whenever the terms set forth below are used in this Consent Decree, the following definitions apply:

“CERCLA” means the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 U.S.C. §§ 9601-9675.

“Consent Decree” or “Decree” means this consent decree and all appendices attached hereto (listed in Section XV (Appendices)).

“Day” or “day” means a calendar day. In computing any period under this Consent Decree, the day of the event that triggers the period is not counted and, where the last day is not a working day, the period runs until the close of business of the next working day.

“Working day” means any day other than a Saturday, Sunday, or federal or State holiday.

“DOJ” means the United States Department of Justice.

“Effective Date” means the date upon which the Court’s approval of this Consent Decree is recorded on its docket.

“EPA” means the United States Environmental Protection Agency.

“EPA Proof of Claim” means the “Proof of Claim And Protective Proof of Claim” filed on January 11, 2021 on behalf of EPA in the matter captioned *In re Congoleum Corporation*, United States Bankruptcy Court, District of New Jersey, Case No. 20-18488 (MBK) and assigned Claim No. 166, but only to the extent that such Proof of Claim relates to the Site.

“Final Allocation Recommendation Report” means the report and Attachments A through S issued by AlterEcho on December 28, 2020 providing the results of the EPA-sponsored allocation process conducted by AlterEcho.

“Final Judgment Date” means the later of: (i) the date on which the time period for appeals of the Court’s order approving this Decree expires with no appeals having been filed, (ii) in the event of an appeal from the Court’s order approving this Decree, the date on which such order has been affirmed by the appellate court and the time period for appeals of the appellate court’s order expires with no appeals having been filed, or (iii) in the event of an appeal of the appellate court’s order affirming the Court’s order approving this Decree, the date a Writ of Certiorari to the Supreme Court of the United States is denied, or the date the appellate court’s order is affirmed by the Supreme Court of the United States.

“Fund” or “EPA Hazardous Substance Superfund” means the Hazardous Substance Superfund established by Section 9507 of the Internal Revenue Code, 26 U.S.C. § 9507.

“Including” or “including” means “including but not limited to.”



“Interest” means interest at the rate specified for interest on investments of the Fund, compounded annually on October 1 of each year, in accordance with Section 107(a) of CERCLA. The applicable rate of interest will be the rate in effect at the time the Interest accrues. The rate of interest is subject to change on October 1 of each year. As of the date of lodging of this Consent Decree, rates are available online at <https://www.epa.gov/superfund/superfund-interest-rates>.

“Lower Passaic River Study Area” or “LPRSA” is Operable Unit 4 (“OU4”) of the Site and encompasses the entire Lower Passaic River from Newark Bay at River Mile (“RM”) 0 to the Dundee Dam at approximately RM 17.7, as generally depicted in the attached map in Appendix B.

“Old Congoleum” means CC Oldco Corporation, f/k/a Congoleum Corporation, and the Liquidation Trust for CC Oldco Corporation, formed pursuant to the First Amended Joint Plan of Liquidation of Congoleum Corporation and the Official Committee of Unsecured Creditors of Congoleum Corporation Pursuant to Chapter 11 of the Bankruptcy Code and the January 11, 2021 Order of the Honorable Michael B. Kaplan approving same (Doc No. 642), *In re Congoleum Corporation*, United States Bankruptcy Court, District of New Jersey, Case No. 20-18488 (MBK), and any claimed successor to Congoleum Corporation or its predecessors.

“Operable Unit 2,” or “OU2,” of the Site is the lower 8.3 miles of the Lower Passaic River, which extends from Newark Bay at RM 0 to RM 8.3 near the border between the City of Newark and Belleville Township, as described in the OU2 ROD and as generally depicted in the attached map in Appendix B. The lower 8.3 miles of the Lower Passaic River is part of the LPRSA.

“OU2 ROD” is the Record of Decision for OU2, issued by EPA on March 3, 2016.

“Operable Unit 4,” or “OU4,” of the Site is the 17-mile LPRSA, defined above, as described in the OU4 ROD and as generally depicted in the attached map in Appendix B.

“OU4 ROD” is the Record of Decision for an interim remedy for OU4, issued by EPA on September 28, 2021.

“Paragraph” or “¶” means a portion of this Consent Decree identified by an Arabic numeral or an upper or lower case letter.

“Parties” means the United States and Settling Defendants.

“Party” means the United States or one of the Settling Defendants.

“Plaintiff” means the United States.

“RCRA” means the Solid Waste Disposal Act, as amended, 42 U.S.C. §§ 6901-6992k (also known as the Resource Conservation and Recovery Act).

“Section” means a portion of this Decree identified by a Roman numeral.

“Settling Defendant Proof of Claim” means a proof of claim filed by or on behalf of a Settling Defendant in the matter captioned *In re Congoleum Corporation*, United States Bankruptcy Court, District of New Jersey, Case No. 20-18488 (MBK), but only to the extent that such proof of claim relates to the Site.

“2018 Settlement Agreement” means the Administrative Settlement Agreement under Section 122(h)(1) of CERCLA, 42 U.S.C. § 9622(h)(1), CERCLA Docket No. 02-2017-2023, with 15 parties, who each paid EPA \$280,600 per facility to resolve their alleged civil liability for OU2 under Sections 106 and 107(a) of CERCLA, for releases or disposal of hazardous substances from each party’s facility listed in the 2018 Settlement Agreement.

“2018 Settlement Agreement Parties” means the parties that previously resolved their alleged civil liability for OU2 for each such party’s facility, as specified in the 2018 Settlement Agreement.

“2021 Settlement Agreement” means the Administrative Settlement Agreement under Section 122(h)(1) of CERCLA, 42 U.S.C. § 9622(h)(1), CERCLA Docket No. 02-2020-2013, with 6 parties, who each paid EPA \$280,600 per facility to resolve their alleged civil liability under Sections 106 and 107(a) of CERCLA for OU2, for releases or disposal of hazardous substances from each party’s facility listed in the 2021 Settlement Agreement.

“2021 Settlement Agreement Parties” means the parties that previously resolved their alleged civil liability for OU2 for each such party’s facility, as specified in the 2021 Settlement Agreement.

“Settling Defendants” means the Settling Defendants identified in Appendix A of this Consent Decree, as limited by the facility(ies) to which each Settling Defendant is associated next to its name(s), as also identified in Appendix A. As used in this Consent Decree, this definition means all such parties, collectively, and each such party, individually, as explicitly stated or implied by the context in which the term is used.

“Site” means the Diamond Alkali Superfund Site, including the former Diamond Alkali property located at 80 and 120 Lister Avenue, Newark, New Jersey, the Lower Passaic River Study Area, the Newark Bay Study Area, and the areal extent of contamination.

“Special Account” means the special account, within the Fund, established for the Site by EPA under Section 122(b)(3) of CERCLA.

“State” means the State of New Jersey.

“United States” means the United States of America and each department, agency, and instrumentality of the United States, including EPA.

“Waste Material” means (a) any “hazardous substance” under Section 101(14) of CERCLA; (b) any pollutant or contaminant under Section 101(33) of CERCLA; and (c) any “solid waste” under Section 1004(27) of RCRA.

#### **IV. OBJECTIVES**

6. The objective of the Parties in entering into this Consent Decree is for Settling Defendants to make a cash payment to resolve their alleged civil liability under Sections 106 and 107 of CERCLA for OU2 and OU4, subject to the Covenants and Reservations in Section VII (Covenants By Plaintiff); except that, by entering into this Consent Decree, the 2018 Settlement Agreement Parties and 2021 Settlement Agreement Parties, who previously resolved their alleged civil liability for OU2, are resolving their alleged civil liability for OU4, subject to the Covenants and Reservations in Section VII.

#### **V. PAYMENTS FOR RESPONSE COSTS**

##### **7. Payment to EPA.**

a. Within 30 days after the Effective Date, Settling Defendants shall deposit \$150,000,000.00 into an interest-bearing escrow account in a duly chartered bank or trust company that is insured by the Federal Deposit Insurance Corporation (“Escrow Account”), and provide documentation of this deposit to EPA.

b. Within 30 days after the Final Judgment Date, Settling Defendants will cause the money in the Escrow Account (\$150,000,000 plus Interest, which shall accrue starting on the Effective Date and ending upon payment) to be paid to EPA as follows. The Financial Litigation Unit (“FLU”) of the United States Attorney’s Office for the District of New Jersey shall provide to Settling Defendants, in accordance with ¶ 36, instructions for making this payment, including a Consolidated Debt Collection System (“CDCS”) reference number. Settling Defendant shall make such payment at <https://www.pay.gov> in accordance with the FLU’s instructions, including references to the CDCS Number. Settling Defendants shall send notices of this payment to DOJ and EPA in accordance with Section XIV (Notices and Submissions) of this Consent Decree.

8. **Deposit of Payments.** The total amount paid by Settling Defendants under ¶ 7 will be deposited by EPA in the Special Account to be retained and used to conduct or finance response actions at or in connection with the Site, or, in EPA’s unreviewable discretion, to be transferred by EPA to the Fund.

#### **VI. FAILURE TO COMPLY WITH DECREE**

9. If any requirement of ¶ 7 (Payment to EPA) is not met by the required date, Settling Defendants shall pay to EPA, as a stipulated penalty, \$20,000.00 per day until such requirement is met. In addition, Interest shall accrue on both the required payment, and the stipulated penalty that has accrued, until the date of payment. Settling Defendants shall make payment at <https://www.pay.gov> using the link for “EPA Miscellaneous Payments Cincinnati Finance Center,” including references to the Site/Spill ID and DJ number listed in Section XIV (Notices and Submissions) of this Consent Decree, and the purpose of the payment. Settling Defendants shall send a notice of this payment to DOJ and EPA, in accordance with Section XIV of this Consent Decree. The payment of stipulated penalties and Interest, if any, does not alter any obligation by Settling Defendants under the Consent Decree.

10. Penalties will accrue in accordance with this Section regardless of whether EPA has notified Settling Defendants of the violation or made a demand for payment, but must be paid upon demand. Nothing in this Consent Decree prevents the simultaneous accrual of separate penalties for separate violations of this Consent Decree. If the United States brings an action to enforce this Consent Decree, Settling Defendants shall reimburse the United States for all costs of such action, including the costs of attorney time. Payments made under this Section are in addition to any other remedies or sanctions available to Plaintiff by virtue of Settling Defendants' failure to comply with the requirements of this Consent Decree.

11. The obligations of Settling Defendants to pay amounts owed to Plaintiff under this Consent Decree are joint and several, with the exception of the 2018 Settlement Agreement Parties and 2021 Settlement Agreement Parties who have already resolved their alleged liability for OU2, and, therefore, are jointly and severally liable for the payment obligation as it pertains to OU4.

12. The United States may waive, in its unreviewable discretion, any portion of stipulated penalties that have accrued under this Consent Decree.

## VII. COVENANTS BY PLAINTIFF

13. **Covenant for Settling Defendants.** Subject to ¶¶ 14 and 15, and Sections VIII (Prior Administrative Orders) and IX (Covenants By Settling Defendants), the United States covenants not to sue or to take administrative action against Settling Defendants under Sections 106 and 107(a) of CERCLA regarding OU2 and OU4. This covenant not to sue, however, is limited to each Settling Defendant individually, and only with respect to liability for hazardous substance(s) from that Settling Defendant's facility(ies) listed in Appendix A. Nothing in this ¶13 shall affect the covenants made by EPA for the benefit of the 2018 Settlement Agreement Parties and the 2021 Settlement Agreement Parties with regard to OU2, pursuant to the 2018 Settlement Agreement and the 2021 Settlement Agreement, respectively.

14. The covenant under ¶ 13: (a) takes effect upon the Effective Date; (b) is conditioned on the satisfactory performance by Settling Defendants of the requirements of this Consent Decree, and, consistent with Paragraph 27, the veracity and completeness of the information provided to EPA and/or AlterEcho by each Settling Defendant relating to that Settling Defendant's facility(ies) identified in Appendix A; (c) extends to the successors of each Settling Defendant but only to the extent that the alleged liability of that successor of the Settling Defendant is based solely on its status as a successor of that Settling Defendant; and (d) does not extend to any other person.

15. **General Reservations.** The United States reserves, and this Consent Decree is without prejudice to, all rights against Settling Defendants, or an individual Settling Defendant, regarding their or its:

- a. liability for failure to meet a requirement of this Consent Decree;

- b. liability arising from a Settling Defendant's past, present, or future disposal, release, or threat of release of Waste Material outside of OU2 and OU4 (including such Waste Material that migrated through OU2 and OU4);
- c. liability based on a Settling Defendant's ownership or operation of a facility(ies) associated with it that is/are not listed in Appendix A;
- d. liability based on a Settling Defendant's operation of a facility(ies) associated with it as listed in Appendix A, when such operation commences after such Settling Defendant's signature to this Consent Decree;
- e. liability based on a Settling Defendant's transportation, treatment, storage, or disposal, or arrangement for transportation, treatment, storage, or disposal of Waste Material at or in connection with the Site, after signature of this Consent Decree by such Settling Defendant;
- f. liability for performance of response actions or for the reimbursement of response costs if and to the extent the total combined response costs paid by EPA and/or any other person in connection with the remedial actions for OU2 (after September 30, 2016) and OU4 (after March 2, 2023) exceed \$3.68 billion, as determined by EPA based on its review of appropriate documentation;
- g. liability for damages for injury to, destruction of, or loss of natural resources, and for the costs of any natural resource damage assessments; and
- h. criminal liability.

## **VIII. PRIOR ADMINISTRATIVE ORDERS**

16. EPA agrees to issue a notice of completion of the 2007 ASAOC, subject to continuing record retention obligations and payment of the final bill for Future Response Costs under the 2007 ASAOC, after (1) the Settling Defendants satisfy the terms of Section V of this Consent Decree (Payments For Response Costs), and (2) the following tasks required by the 2007 ASAOC are completed and approved by EPA: a) the summary reports for the current conditions monitoring program sampling events, using data collected through April 15, 2022; b) the post-Hurricane Ida bathymetric survey report, using data collected through January 5, 2022; and c) the bioaccumulation model including calibration, documentation, peer review if necessary, and response to, and incorporation of, EPA comments. Future Response Costs are as defined in the 2007 ASAOC; EPA will issue the final bill, which will include costs incurred by EPA through completion and approval of the tasks described in (2)a through (2)c herein above, when these tasks have been completed and approved by EPA. Upon payment of the final bill, no further Future Response Costs will be owed to EPA under the 2007 ASAOC. The obligation to complete the above listed tasks and pay the final bill shall apply to the Parties defined as "Settling Work Parties" under the 2007 ASAOC and shall not create new obligations for the Settling Defendants that are not "Settling Work Parties" under the 2007 ASAOC.

17. EPA agrees to issue a notice of completion of the River Mile 10.9 ASAO, subject to continuing obligations set forth in the River Mile 10.9 ASAO under Section X (Access to Information), Section XI (Record Retention), and Section XXIV (Indemnification), after the Settling Defendants satisfy the terms of Section V of this Consent Decree (Payments for Response Costs).

## **IX. COVENANTS BY SETTTLING DEFENDANTS**

### **18. Covenants by Settling Defendants.**

a. Subject to ¶ 19, Settling Defendants covenant not to sue and shall not assert any claim or cause of action against the United States or its contractors or employees under CERCLA, Section 7002(a) of RCRA, the United States Constitution, the Tucker Act, 28 U.S.C. § 1491, the Equal Access to Justice Act, 28 U.S.C. § 2412, the State Constitution, State law, or at common law regarding OU2 and OU4.

b. Subject to ¶ 19, Settling Defendants covenant not to seek reimbursement from the Fund through CERCLA or any other law for costs regarding OU2 and OU4.

19. **Settling Defendants' Reservation.** The covenants in ¶ 18 do not apply to any claim or cause of action brought, or order issued, after the Effective Date by the United States to the extent such claim, cause of action, or order is within the scope of a reservation under ¶¶ 15a. through 15.h.

20. Settling Defendants shall not assert any claims and waive all claims or causes of action (including claims or causes of action under Section 107(a) or 113 of CERCLA) that they may have for response costs regarding OU2 or OU4 against each other or any other person who is a potentially responsible party under CERCLA for OU2 or OU4. However, this waiver shall not apply with respect to the following:

a. to any defense, claim, cross-claim, counterclaim, or cause of action that a Settling Defendant may have against any person not a party to this Consent Decree if such person asserts or has asserted a claim or cause of action against such Settling Defendant, including without limitation under Section 107 of CERCLA, relating to OU2 and OU4;

b. to any defense, claim, cross-claim, counterclaim, or cause of action that a Settling Defendant may have against any person identified by the United States as eligible to participate in this Consent Decree, but who is not a Party hereto, as identified in Appendix C;

c. to any claim(s), proof(s) of claim, or cause(s) of action filed or asserted in the following bankruptcies by a Settling Defendant for response costs regarding OU2 and OU4, unless such claim is barred as a result of a settlement in accordance with Section 113(f)(2) of CERCLA, 42 U.S.C. § 9613(f)(2): (i) *In re: Maxus Energy Corporation, et al.*, Case No. 16-11501 (Bankr. Del.); (ii) *In re: Reichhold Holdings US, Inc.*, Case No. 14-12237-MFW (Bankr. Del.); (iii) *In re: Eastman Kodak Company*, Case No. 12-10202-mew (Bankr. SDNY); (iv) *In re: Motors Liquidation Company, including General Motors Corporation, et al.*, Case No. 09-50026-mg (Bankr. SDNY); (v) *In re: Mallinckrodt PLC, et al.*, Case No. 20-112522-JTD (Bankr. Del.), seeking recovery from the General Unsecured Claims Trust as provided in the



confirmed plan of reorganization (and not from the Settling Defendants) based on timely filed proofs of claim in the jointly-administered chapter 11 cases; (vi) *In re: Chemtura Corp.*, Case No. 09-11233-jlg (Bankr. SDNY);

d. to any claim or cause of action that a Settling Defendant may have against (i) any person based on a contractual obligation allocating responsibility for costs (other than response costs regarding OU2 and OU4) among private parties or (ii) any person based on any insurance contract or other indemnity agreement;

e. to any claim, counterclaim, crossclaim, or cause of action that a Settling Defendant has or will have against another potentially responsible party that is not related to “matters addressed” in the Consent Decree.

21. No Settling Defendant shall be considered a Settling Defendant with regard to facilities which they own(ed), operate(d) or control(ed), but which are not listed in Appendix A. Therefore, Paragraph 20 shall not be construed as requiring any such Settling Defendant to waive or otherwise give up any claims involving or relating to any facility(ies) which are not listed in Appendix A.

## **X. DISCLOSURE OF FINAL ALLOCATION RECOMMENDATION REPORT**

22. **Disclosure of Final Allocation Recommendation Report.** By signing this Consent Decree, each Settling Defendant (except for the 2018 Settlement Agreement Parties and the 2021 Settlement Agreement Parties as they did not participate in the entire allocation process and their consent for disclosure of the Final Allocation Recommendation Report is unnecessary) and EPA consent to the public disclosure of the December 28, 2020, Final Allocation Recommendation Report upon lodging of the Consent Decree. The Administrative Dispute Resolution Act of 1996, 5 U.S.C. § 571, et seq. (“ADRA of 1996”) shall apply to protect any other dispute resolution communications associated with the allocation. By agreeing to the disclosure of the Final Allocation Recommendation Report, Settling Defendants and EPA do not waive any privileges or claims of confidentiality that may apply to any other allocation or settlement communications or materials.

## **XI. EFFECT OF SETTLEMENT; CONTRIBUTION**

23. The Parties agree and this Court finds that: (a) the complaint filed by the United States in this action is a civil action within the meaning of Section 113(f)(1) of CERCLA; (b) this Consent Decree constitutes a judicially-approved settlement under which each Settling Defendant has, as of the Effective Date, resolved liability to the United States within the meaning of Sections 113(f)(2) and 113(f)(3)(B) of CERCLA for OU2 and OU4; and (c) each Settling Defendant is entitled, as of the Effective Date, to protection from contribution actions or claims as provided by Section 113(f)(2) of CERCLA, or as may be otherwise provided by law, for the “matters addressed” in this Consent Decree. The “matters addressed” in this Consent Decree are all response actions taken or to be taken and all response costs incurred or to be incurred, at or in connection with OU2 and OU4, by the United States or any other person, except for the State, provided, however, that if the United States exercises rights under the



reservations in ¶¶ 15.a through 15.h, the “matters addressed” in this Consent Decree will no longer include those response costs or response actions that are within the scope of the exercised reservation.

24. Each Settling Defendant shall, with respect to any suit or claim brought by it for matters related to this Consent Decree, notify DOJ and EPA in writing no later than 60 days prior to the initiation of such suit or claim. Each Settling Defendant shall, with respect to any suit or claim brought against it for matters related to this Consent Decree, notify DOJ and EPA within 10 days after service of the complaint on such Settling Defendant. In addition, for matters related to this Consent Decree, each Settling Defendant shall notify DOJ and EPA within 10 days after service or receipt of any Motion for Summary Judgment and within 10 days after receipt of any order from a court setting a case for trial.

25. **Res Judicata and Other Defenses.** In any subsequent administrative or judicial proceeding initiated by the United States for injunctive relief, recovery of response costs, or other appropriate relief relating to the Site, Settling Defendants shall not assert, and may not maintain, any defense or claim based upon the principles of waiver, res judicata, collateral estoppel, issue preclusion, claim-splitting, or other defenses based upon any contention that the claims raised by the United States in the subsequent proceeding were or should have been brought in the instant case.

26. Nothing in this Consent Decree diminishes the right of the United States under Section 113(f)(2) and (3) of CERCLA to pursue any person not a Party to this Consent Decree to obtain additional response costs or response actions and to enter into settlements that give rise to contribution protection pursuant to Section 113(f)(2).

## **XII. RECORDS AND INFORMATION**

27. **Settling Party Certification.** Each Settling Defendant certifies individually that, to the best of its knowledge and belief after a good faith inquiry: (a) it has not altered, mutilated, discarded, destroyed, or otherwise disposed of any records, reports, documents, or other information (including records, reports, documents, or other information in electronic form) (other than identical copies) relating to its potential liability under CERCLA regarding the Site for the facility(ies) listed in Appendix A since the earlier of notification of potential liability by the United States or the State of New Jersey, or the filing of suit against it regarding the Site; (b) it has fully complied and will fully comply with any and all EPA requests for information under Sections 104(e) and 122(e) of CERCLA, and Section 3007 of RCRA; and (c) (as to each Settling Defendant that participated in the allocation), it conducted a thorough, good faith search and provided information to AlterEcho consistent with the Allocation Guide that is part of the Final Allocation Recommendation Report, and certified to that effect consistent with the Allocation Guide.

### **28. Retention of Records and Information**

a. Each Settling Defendant shall retain, and instruct their contractors and agents to retain, documents and electronically stored data (“Records”) until 10 years after the Effective Date regarding that Settling Defendant’s liability under CERCLA for hazardous

substances releases to OU2 and OU4 from their facility(ies) listed in Appendix A, or until the United States and the Settling Defendants resolve all claims under CERCLA for all Operable Units of the Site, whichever is later (“Record Retention Period”). This Paragraph 28 shall govern in the event of a dispute or conflict concerning requirements associated with retention of documents and data under this Consent Decree and the 2018 Settlement Agreement or 2021 Settlement Agreement.

b. Each Settling Defendant shall retain all Records regarding the liability of any person under CERCLA regarding the Site during the Record Retention Period.

c. At the end of the Record Retention Period, a Settling Defendant shall notify EPA that it has 90 days to request that Settling Defendant’s Records subject to this Section. Such Settling Defendant shall retain and preserve their Records subject to this Section until 90 days after EPA’s receipt of the notice. These record retention requirements apply regardless of any corporate record retention policy.

29. A Settling Defendant shall provide to EPA, upon request, copies of all Records and information required to be retained under this Section. A Settling Defendant shall also make available to EPA, for purposes of investigation, information gathering, or testimony, their employees, agents, or representatives with knowledge of relevant facts concerning the Site.

### 30. **Privileged and Protected Claims**

a. A Settling Defendant may assert that all or part of a record requested by Plaintiff is privileged or protected as provided under federal law, provided the Settling Defendant complies with ¶ 28.b, and except as provided in ¶ 28.c.

b. If the Settling Defendant asserts a claim of privilege or protection, it shall provide Plaintiff with the following information regarding such record: its title; its date; the name, title, affiliation (e.g., company or firm), and address of the author, of each addressee, and of each recipient; a description of the record’s contents; and the privilege or protection asserted. If a claim of privilege or protection applies only to a portion of a record, the Settling Defendant shall provide the record to Plaintiff in redacted form to mask the privileged or protected portion only. The Settling Defendant shall retain all records that they claim to be privileged or protected until Plaintiff has had a reasonable opportunity to dispute the privilege or protection claim and any such dispute has been resolved in the Settling Defendant’s favor.

c. A Settling Defendant may make no claim of privilege or protection regarding: (i) any data regarding the Site, including all sampling, analytical, monitoring, hydrogeologic, scientific, chemical, radiological or engineering data, or the portion of any other record that evidences conditions at or around the Site; or (ii) the portion of any record that a Settling Defendant is required to create or generate in accordance with this Consent Decree.

31. **Confidential Business Information (CBI) Claims.** A Settling Defendant may claim that all or part of a record provided to Plaintiff under this Section is CBI to the extent permitted by and in accordance with Section 104(e)(7) of CERCLA and 40 C.F.R. § 2.203(b). A Settling Defendant shall segregate and clearly identify all records or parts thereof submitted

under this Consent Decree for which the Settling Defendant claims is CBI by labeling each page or each electronic filed “claimed as confidential business information” or “claimed as CBI.” Records that a Settling Defendant identifies as CBI will be afforded the protection specified in 40 C.F.R. part 2, subpart B. If no claim of CBI accompanies records when they are submitted to EPA, or if EPA has notified the Settling Defendant that the records are not entitled to confidential treatment under the standards of Section 104(e)(7) of CERCLA or 40 C.F.R. part 2, subpart B, the public may be given access to such records without further notice to the Settling Defendant.

32. In any proceeding under this Consent Decree, validated sampling or monitoring data regarding the Site that has been reviewed and approved by EPA, if relevant to the proceeding, is admissible as evidence, without objection.

33. Notwithstanding any provision of this Consent Decree, Plaintiff retains all of its information gathering and inspection authorities and rights, including enforcement actions related thereto, under CERCLA, RCRA, and any other applicable statutes or regulations.

### **XIII. OLD CONGOLEUM**

34. In consideration of the unique circumstances pertaining to Old Congoleum, certain provisions of this Consent Decree shall be modified as follows:

a. Old Congoleum shall not be bound under this Consent Decree unless and until Old Congoleum’s participation in this Consent Decree is authorized by a final, non-appealable order of the United States Bankruptcy Court for the District of New Jersey. Old Congoleum shall file a motion with the United States Bankruptcy Court for the District of New Jersey seeking such authorization within ten (10) business days of the lodging of this Consent Decree; this motion shall request that once the requirements set forth above in Paragraph 7 (Payment to EPA) have been fulfilled, the EPA Proof of Claim will be resolved.

b. Any payment under Section V or stipulated penalty or interest payment under Section VI attributed to Old Congoleum shall be due from and paid solely by Liberty Mutual and any action by the United States brought to enforce same shall be solely against Liberty Mutual. With respect to any payment made by Liberty Mutual pursuant to this Paragraph 34.b, Liberty Mutual will not assert any claims and waives all claims or causes of action against the Settling Defendants or any other person who is a potentially responsible party as set forth in Paragraph 20, subject to the limitations in that paragraph.

c. **Covenants by Plaintiff.** The EPA Proof of Claim will be resolved once the Settling Defendants fulfill the requirements in Paragraph 7 (Payment to EPA); within 10 days of receipt of the payment due under Paragraph 7.b., the United States will file a notice of the settlement of the EPA Proof of Claim with the United States Bankruptcy Court for the District of New Jersey. This is contingent upon Old Congoleum obtaining the authorization described above in Paragraph 34.a.

d. **Covenants by Settling Defendants.** Each Settling Defendant that filed a Settling Defendant Proof of Claim agrees that its respective proof of claim related to the Site is

withdrawn with prejudice and that it shall take all necessary action to withdraw and expunge its respective Settling Defendant Proof of Claim;

e. **Records and Retention.** Defendant Certification and Record Retention obligations in Section XII shall not apply to Old Congoleum. During its participation in the allocation, Old Congoleum certified that it conducted a thorough, good faith search and provided information to AlterEcho consistent with the Allocation Guide that is part of the Final Allocation Recommendation Report.

35. Nothing in this Section shall be construed as affecting any other obligation under this Consent Decree as applicable to Old Congoleum.

#### **XIV. NOTICES AND SUBMISSIONS**

36. All agreements, approvals, consents, deliverables, modifications, notices, notifications, objections, proposals, reports, waivers, and requests (hereinafter, “submissions”) specified in this Consent Decree must be in writing unless otherwise specified. Whenever a submission is required to be given, or is required to be sent, by one Party to another under this Consent Decree, it must be sent as specified below. In the case of emailed submissions, there is a rebuttable presumption that such submissions are received on the same day that they are sent. Any Party may change the method, person, or address applicable to it by providing notice of such change to all Parties.

As to DOJ:

*via email to:*

eescdcopy.enrd@usdoj.gov  
Re: DJ # 90-11-3-07683/1

As to EPA:

*via email to:*

[fajardo.juan@epa.gov](mailto:fajardo.juan@epa.gov)  
yeh.alice@epa.gov  
Re: Site/Spill ID # 0296

As to Settling Defendants  
for all purposes except for  
those obligations required  
under Section XII (Records  
and Information) of this  
Consent Decree:

List of counsel attached as Appendix D

37. As to an individual Settling Defendant making a submission required under Section XII (Records and Information) of this Consent Decree, such Settling Defendant must comply with the provisions of ¶ 36 of this Consent Decree.

## **XV. APPENDICES**

38. The following appendices are attached to and incorporated into this Consent Decree:

“Appendix A” is the list of Settling Defendants, including each such Party’s facility(ies) to which this Consent Decree applies.

“Appendix B” is a map of the 17.7 miles of the LPRSA.

“Appendix C” is a list of PRPs identified by the United States as eligible to participate in this Consent Decree, but that are not Settling Defendants.

“Appendix D” is a list of counsel for each Settling Defendant for purposes of Section XIV (“Notices and Submissions”).

## **XVI. MODIFICATIONS TO DECREE**

39. Non-material modifications to the Consent Decree must be in writing and are effective when signed (including electronically signed) by duly-authorized representatives of the Parties. Material modifications to the Consent Decree must be in writing, signed (including electronically signed) by the Parties, and are effective upon approval by the Court.

## **XVII. SIGNATORIES**

40. The Assistant Attorney General for the Environment and Natural Resources Division of the Department of Justice on behalf of the United States, and each undersigned representative of a Settling Defendant certifies that he or she is fully authorized to enter into the terms and conditions of this Consent Decree and to execute and legally bind such Party to this document.

## **XVIII. PRE-ENTRY PROVISIONS**

41. If for any reason the Court should decline to approve this Consent Decree in the form presented, this agreement, except for ¶ 42 and ¶ 43, is voidable at the sole discretion of any of the Parties and its terms may not be used as evidence in any litigation among the Parties.

42. This Consent Decree will be lodged with the Court for at least 30 days for public notice and comment in accordance with Section 122(d)(2) of CERCLA and 28 C.F.R. § 50.7. The United States may withdraw or withhold its consent if the comments regarding the Consent Decree disclose facts or considerations that indicate that the Consent Decree is unfair, unreasonable, or inconsistent with the purposes of CERCLA. Settling Defendants consent to the entry of this Consent Decree without further notice.

43. Settling Defendants agree not to oppose or appeal the entry of this Consent Decree.

## **XIX. FINAL JUDGMENT**

44. This Consent Decree constitutes the entire agreement among the Parties regarding the subject matter of the Consent Decree and supersedes all prior representations, agreements and understandings, whether oral or written, regarding the subject matter of the Consent Decree

45. Upon entry of this Consent Decree by the Court, this Consent Decree constitutes a final judgment under Fed. R. Civ. P. 54 and 58 among the Parties.

So **ORDERED** this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

---

United States District Judge

Signature Page for Consent Decree in *United States v. Alden Leeds, Inc., et al.* (D.N.J.)

**FOR THE UNITED STATES:**

TODD KIM  
Assistant Attorney General  
U.S. Department of Justice  
Environment and Natural Resources Division

01/12/2024  
Dated

/s/ Laura J. Rowley  
Laura J. Rowley, Senior Trial Attorney  
Andrew Keir, Trial Attorney  
Scott Bauer, Senior Counsel  
U.S. Department of Justice  
Environment and Natural Resources Division  
Environmental Enforcement Section

VIKAS KHANNA  
First Assistant United States Attorney  
District of New Jersey

Alex Silagi  
Assistant United States Attorney  
District of New Jersey



Signature Page for Consent Decree in *United States v. Alden Leeds, Inc., et al.* (D.N.J.)

**FOR THE U.S. ENVIRONMENTAL  
PROTECTION AGENCY:**

**Pat**

**Evangelista**

Digitally signed by Pat  
Evangelista  
Date: 2023.12.21 15:35:00  
-05'00'

---

Pat Evangelista, Director  
Superfund and Emergency Management  
Division  
U.S. Environmental Protection Agency  
Region 2

**SARAH FLANAGAN**

Digitally signed by SARAH  
FLANAGAN  
Date: 2023.12.21 09:42:31 -05'00'

---

Sarah Flanagan  
Juan Fajardo  
Kathryn DeLuca  
Assistant Regional Counsel  
U.S. Environmental Protection Agency  
Region 2  
290 Broadway  
New York, New York

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Company: Corporation Service Company (CSC)  
Address: 2710 Gateway Oaks Dr, Suite 150N  
Sacramento, CA 95833  
Phone: \_\_\_\_\_  
email: \_\_\_\_\_

Signature Page for Consent Decree in *United States v. Alden Leeds, Inc., et al.* (D.N.J.)

FOR:

12/14/23  
Dated  
Name: Andrew Epstein  
Title: PRES  
Address: 55 JACOBUS AVE  
KEARNY NJ 07032

If the Consent Decree is not approved by the Court within 60 days after the date of lodging, and the United States requests, this named Defendant agrees to accept service of the Complaint by mail, and to execute a waiver of service of a summons under Rule 4 of the Federal Rules of Civil Procedure and any applicable local rules of this Court. **This Defendant hereby designates the agent below to accept service of the Complaint by mail and to execute the Rule 4 waiver of service.** In the event that this Defendant has executed the waiver of service and returned it to the United States, or otherwise has been served with the Complaint, the time within which this Defendant must file an Answer to the Complaint is as set forth in the Federal Rules of Civil Procedure and any applicable local rules of this Court, unless that time is extended by the Court.

Name: ANDREW EPSTEIN  
Title: PRES  
Company: ALDEN LEEDS INC  
Address: 55 JACOBUS AVE  
KEARNY NJ 07032  
Phone: 973 589 3544  
email: ANDYEPST@ALDEN.COM

Signature Page for Consent Decree in *United States v. Alden Leeds, Inc., et al.* (D.N.J.)

FOR: Alliance Chemical, Inc.  
A dissolved corporation

11.29.23

Dated

Name:  
Title:  
Address:

Lee Henig - Elona  
Attorney  
Gordon Rees 18 Columbia Tpk  
Florham Park NJ 07932

If the Consent Decree is not approved by the Court within 60 days after the date of lodging, and the United States requests, this named Defendant agrees to accept service of the Complaint by mail, and to execute a waiver of service of a summons under Rule 4 of the Federal Rules of Civil Procedure and any applicable local rules of this Court. **This Defendant hereby designates the agent below to accept service of the Complaint by mail and to execute the Rule 4 waiver of service.** In the event that this Defendant has executed the waiver of service and returned it to the United States, or otherwise has been served with the Complaint, the time within which this Defendant must file an Answer to the Complaint is as set forth in the Federal Rules of Civil Procedure and any applicable local rules of this Court, unless that time is extended by the Court.

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Company: Same as above  
Address: \_\_\_\_\_  
Phone: 973-549-2520  
email: \_\_\_\_\_

lhenig-elona@grsm.com



Signature Page for Consent Decree in *United States v. Alden Leeds, Inc., et al.* (D.N.J.)

**FOR: ARKEMA INC.**

12-14-2023

Dated

Name:

Keith Linton

Title:

Assistant Vice President-Legacy Site Services LLC

Address:

(agent for Arkema Inc.)

Legacy Site Services LLC

3553 West Chester Pike #413

Newtown Square, PA 19073

If the Consent Decree is not approved by the Court within 60 days after the date of lodging, and the United States requests, this named Defendant agrees to accept service of the Complaint by mail, and to execute a waiver of service of a summons under Rule 4 of the Federal Rules of Civil Procedure and any applicable local rules of this Court. **This Defendant hereby designates the agent below to accept service of the Complaint by mail and to execute the Rule 4 waiver of service.** In the event that this Defendant has executed the waiver of service and returned it to the United States, or otherwise has been served with the Complaint, the time within which this Defendant must file an Answer to the Complaint is as set forth in the Federal Rules of Civil Procedure and any applicable local rules of this Court, unless that time is extended by the Court.

Name: Corporation Service Company (CSC)

Title: Registered Service Agent

Company: Corporation Service Company c/o Arkema Inc.

Address: Princeton South Corporate Center Suite 160

100 Charles Ewing Blvd.

Ewing, NJ 08628

Phone: (800) 927-9800

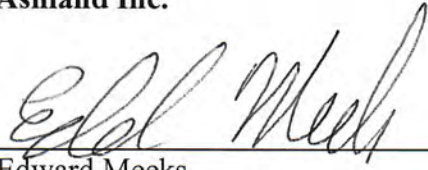
email: CSCglobal.com

Signature Page for Consent Decree in *United States v. Alden Leeds, Inc., et al.* (D.N.J.)

**FOR: Ashland Inc.**

12/17/23

Dated

  
Name: Edward Meeks  
Title: Senior Manager - Remediation  
Address: 500 Hercules Road  
Wilmington, Delaware 19808-1599

If the Consent Decree is not approved by the Court within 60 days after the date of lodging, and the United States requests, this named Defendant agrees to accept service of the Complaint by mail, and to execute a waiver of service of a summons under Rule 4 of the Federal Rules of Civil Procedure and any applicable local rules of this Court. **This Defendant hereby designates the agent below to accept service of the Complaint by mail and to execute the Rule 4 waiver of service.** In the event that this Defendant has executed the waiver of service and returned it to the United States, or otherwise has been served with the Complaint, the time within which this Defendant must file an Answer to the Complaint is as set forth in the Federal Rules of Civil Procedure and any applicable local rules of this Court, unless that time is extended by the Court.

Name: Robin Lampkin  
Title: SVP, General Counsel and Secretary  
Company: Ashland Inc.  
Address: 500 Hercules Road  
Wilmington, Delaware 19808-1599  
Phone: 614-271-3019  
email: relampkin@ashland.com

Signature Page for Consent Decree in *United States v. Alden Leeds, Inc., et al.* (D.N.J.)

**FOR: Atlantic Richfield Company**

Dec. 13, 2023

Dated



Name: Nathan Block

Title: Managing Counsel

Address: 501 Westlake Park Blvd.

WL1 LR 3.640B

Houston, TX 77079

If the Consent Decree is not approved by the Court within 60 days after the date of lodging, and the United States requests, this named Defendant agrees to accept service of the Complaint by mail, and to execute a waiver of service of a summons under Rule 4 of the Federal Rules of Civil Procedure and any applicable local rules of this Court. **This Defendant hereby designates the agent below to accept service of the Complaint by mail and to execute the Rule 4 waiver of service.** In the event that this Defendant has executed the waiver of service and returned it to the United States, or otherwise has been served with the Complaint, the time within which this Defendant must file an Answer to the Complaint is as set forth in the Federal Rules of Civil Procedure and any applicable local rules of this Court, unless that time is extended by the Court.

Name: Lorene L. Boudreau

Title: Partner

Company: Ballard Spahr LLP

Address: 1735 Market Street, 51<sup>st</sup> Floor

Philadelphia, PA 19103-7599

Phone: 215-864-8245

email: [boudreaul@ballardspahr.com](mailto:boudreaul@ballardspahr.com)



Signature Page for Consent Decree in *United States v. Alden Leeds, Inc., et al.* (D.N.J.)

FOR: **ATLAS REFINERY, INC.**

12/11/2023  
Dated

Name: THOMAS N. RYAN, ESQ.

Title: OUTSIDE GENERAL COUNSEL FOR ATLAS

Address: LADDEY, CLARK & RYAN, LLP  
60 BLUE HERON ROAD, SUITE 300  
SPARTA, NJ 07871

If the Consent Decree is not approved by the Court within 60 days after the date of lodging, and the United States requests, this named Defendant agrees to accept service of the Complaint by mail, and to execute a waiver of service of a summons under Rule 4 of the Federal Rules of Civil Procedure and any applicable local rules of this Court. **This Defendant hereby designates the agent below to accept service of the Complaint by mail and to execute the Rule 4 waiver of service.** In the event that this Defendant has executed the waiver of service and returned it to the United States, or otherwise has been served with the Complaint, the time within which this Defendant must file an Answer to the Complaint is as set forth in the Federal Rules of Civil Procedure and any applicable local rules of this Court, unless that time is extended by the Court.

Name: THOMAS N. RYAN, ESQ.

Title: OUTSIDE GENERAL COUNSEL

Company: ATLAS REFINERY, INC.

C/o Address: LADDEY, CLARK & RYAN, LLP  
60 BLUE HERON ROAD, SPARTA, NJ 07871

Phone: 973-729-1880


email: TRYAN@LCRLAW.COM

UNITED STATES DISTRICT COURT  
DISTRICT OF NEW JERSEY

Signature Page for Consent Decree in *United States v. Alden Leeds, Inc., et al.* (D.N.J.)

**FOR: BASF CORPORATION (ON ITS OWN  
BEHALF AND ON BEHALF OF BASF  
CATALYSTS, LLC)**

11/27/23  
Dated



Name: Marc Ehrhardt  
Title: President Region North America  
Address: BASF Corporation  
100 Park Avenue  
Florham Park, NJ 07932



If the Consent Decree is not approved by the Court within 60 days after the date of lodging, and the United States requests, this named Defendant agrees to accept service of the Complaint by mail, and to execute a waiver of service of a summons under Rule 4 of the Federal Rules of Civil Procedure and any applicable local rules of this Court. **This Defendant hereby designates the agent below to accept service of the Complaint by mail and to execute the Rule 4 waiver of service.** In the event that this Defendant has executed the waiver of service and returned it to the United States, or otherwise has been served with the Complaint, the time within which this Defendant must file an Answer to the Complaint is as set forth in the Federal Rules of Civil Procedure and any applicable local rules of this Court, unless that time is extended by the Court.

Name: David P. Schneider  
Title: Principal  
Company: Bressler, Amery & Ross, P.C.  
Address: 325 Columbia Turnpike  
Florham Park, NJ 07932  
Phone: 973-966-9671  
email: dschneider@bressler.com

Signature Page for Consent Decree in *United States v. Alden Leeds, Inc., et al.* (D.N.J.)

**FOR:**

12/14/23  
Dated

Name: Laura M. Inui  
Title: V.P. CFO Benjamin Moore + Co.  
Address: 101 Paragon Dr, Montvale, NJ

If the Consent Decree is not approved by the Court within 60 days after the date of lodging, and the United States requests, this named Defendant agrees to accept service of the Complaint by mail, and to execute a waiver of service of a summons under Rule 4 of the Federal Rules of Civil Procedure and any applicable local rules of this Court. **This Defendant hereby designates the agent below to accept service of the Complaint by mail and to execute the Rule 4 waiver of service.** In the event that this Defendant has executed the waiver of service and returned it to the United States, or otherwise has been served with the Complaint, the time within which this Defendant must file an Answer to the Complaint is as set forth in the Federal Rules of Civil Procedure and any applicable local rules of this Court, unless that time is extended by the Court.

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Company: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
email: \_\_\_\_\_

Signature Page for Consent Decree in *United States v. Alden Leeds, Inc., et al.* (D.N.J.)

**FOR:** Newell Brands Inc. on behalf of itself and Berol Corporation

December 15, 2023  
Dated

Name: Raj Dave  
Title: Assistant Secretary  
Address: 6655 Peachtree Dunwoody Rd.  
Atlanta, GA 30328

If the Consent Decree is not approved by the Court within 60 days after the date of lodging, and the United States requests, this named Defendant agrees to accept service of the Complaint by mail, and to execute a waiver of service of a summons under Rule 4 of the Federal Rules of Civil Procedure and any applicable local rules of this Court. **This Defendant hereby designates the agent below to accept service of the Complaint by mail and to execute the Rule 4 waiver of service.** In the event that this Defendant has executed the waiver of service and returned it to the United States, or otherwise has been served with the Complaint, the time within which this Defendant must file an Answer to the Complaint is as set forth in the Federal Rules of Civil Procedure and any applicable local rules of this Court, unless that time is extended by the Court.

Name: Andrew N. Sawula  
Title: Partner  
Company: ArentFox Schiff LLP  
Address: One Westminster Place, Suite 200  
Lake Forest, IL 60045  
Phone: 847-295-4336  
email: andrew.sawula@afslaw.com



Signature Page for Consent Decree in *United States v. Alden Leeds, Inc., et al.* (D.N.J.)

FOR: CANNING GUMM, LLC

12/18/2023

Dated

Name: Vic Michels  
Title: VICTOR J. MICHELS  
Address: ASST. SECT.  
245 FREIGHT STREET  
WATERBURY, CT 06702

If the Consent Decree is not approved by the Court within 60 days after the date of lodging, and the United States requests, this named Defendant agrees to accept service of the Complaint by mail, and to execute a waiver of service of a summons under Rule 4 of the Federal Rules of Civil Procedure and any applicable local rules of this Court. **This Defendant hereby designates the agent below to accept service of the Complaint by mail and to execute the Rule 4 waiver of service.** In the event that this Defendant has executed the waiver of service and returned it to the United States, or otherwise has been served with the Complaint, the time within which this Defendant must file an Answer to the Complaint is as set forth in the Federal Rules of Civil Procedure and any applicable local rules of this Court, unless that time is extended by the Court.

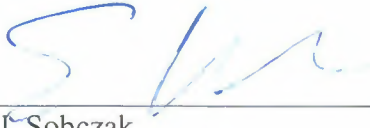
Name: VICTOR J. MICHELS  
Title: ASST. SECT.  
Company: CANNING GUMM, LLC  
Address: 245 FREIGHT STREET  
WATERBURY CT 06702  
Phone: 561 207 9840  
email: VIC.MICHELS@ELEMENTSOLUTIONS INC. COM

Signature Page for Consent Decree in *United States v. Alden Leeds, Inc., et al.* (D.N.J.)

**FOR: Paramount Global (f/k/a ViacomCBS Inc.,  
f/n/a CBS Corporation)**

12.7.2023

Dated

  
Name: Eric J. Sobczak  
Title: EVP & Associate General Counsel  
Address: 420 Ft. Duquesne Blvd., Suite 100,  
Pittsburgh, PA 15222


If the Consent Decree is not approved by the Court within 60 days after the date of lodging, and the United States requests, this named Defendant agrees to accept service of the Complaint by mail, and to execute a waiver of service of a summons under Rule 4 of the Federal Rules of Civil Procedure and any applicable local rules of this Court. **This Defendant hereby designates the agent below to accept service of the Complaint by mail and to execute the Rule 4 waiver of service.** In the event that this Defendant has executed the waiver of service and returned it to the United States, or otherwise has been served with the Complaint, the time within which this Defendant must file an Answer to the Complaint is as set forth in the Federal Rules of Civil Procedure and any applicable local rules of this Court, unless that time is extended by the Court.

Name: Alana E. Fortna, Esq.  
Title: Vice President, Counsel, Environmental  
Company: Paramount Global  
Address: 420 Ft. Duquesne Boulevard, Suite 100  
Pittsburgh, PA 15222  
Phone: 412.642.3580  
email: Alana.Fortna@viacomcbs.com

Signature Page for Consent Decree in *United States v. Alden Leeds, Inc., et al.* (D.N.J.)

**FOR: CNA Holdings and Celanese, Ltd.**

12/13/2023  
Dated

  
Name: Darren R. Collins  
Title: Vice President, Manufacturing  
Address: 222 West Las Colinas Blvd.  
Suite 900  
Irving, TX 75039



If the Consent Decree is not approved by the Court within 60 days after the date of lodging, and the United States requests, this named Defendant agrees to accept service of the Complaint by mail, and to execute a waiver of service of a summons under Rule 4 of the Federal Rules of Civil Procedure and any applicable local rules of this Court. **This Defendant hereby designates the agent below to accept service of the Complaint by mail and to execute the Rule 4 waiver of service.** In the event that this Defendant has executed the waiver of service and returned it to the United States, or otherwise has been served with the Complaint, the time within which this Defendant must file an Answer to the Complaint is as set forth in the Federal Rules of Civil Procedure and any applicable local rules of this Court, unless that time is extended by the Court.

Name: Duke K. McCall, III  
Title: Partner  
Company: Morgan, Lewis & Bockius LLP  
Address: 1111 Pennsylvania Ave NW  
Washington, DC 20004  
Phone: 202-373-6607  
email: Duke.mccall@morganlewis.com

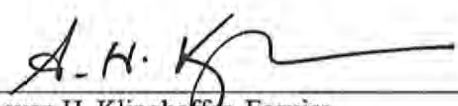


Signature Page for Consent Decree in *United States v. Alden Leeds, Inc., et al.* (D.N.J.)

FOR: CNA Holdings LLC / Celanese Ltd. (by and through its general partner Celanese International Corporation), and its contractual indemnitor Essex County Improvement Authority (for 354 Doremus Avenue)

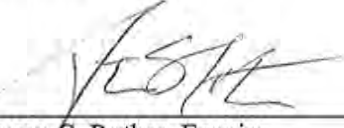
December 14, 2023

Dated

  
Name: Steven H. Klinghoffer, Esquire  
Title: Chairman, Board of Commissioners  
Essex County Improvement Authority  
Address: 27 Wright Way, Building M  
Fairfield, NJ 07004

December 14, 2023

Dated

  
Name: Steven C. Rother, Esquire  
Title: Executive Director  
Essex County Improvement Authority  
Address: 27 Wright Way, Building M  
Fairfield, NJ 07004

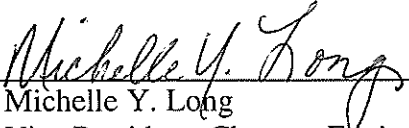
If the Consent Decree is not approved by the Court within 60 days after the date of lodging, and the United States requests, this named Defendant agrees to accept service of the Complaint by mail, and to execute a waiver of service of a summons under Rule 4 of the Federal Rules of Civil Procedure and any applicable local rules of this Court. **This Defendant hereby designates the agent below to accept service of the Complaint by mail and to execute the Rule 4 waiver of service.** In the event that this Defendant has executed the waiver of service and returned it to the United States, or otherwise has been served with the Complaint, the time within which this Defendant must file an Answer to the Complaint is as set forth in the Federal Rules of Civil Procedure and any applicable local rules of this Court, unless that time is extended by the Court.

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Company: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
email: \_\_\_\_\_

Signature Page for Consent Decree in *United States v. Alden Leeds, Inc., et al.* (D.N.J.)

**FOR:** Chevron Environmental Management  
Company for itself and on behalf of Texaco  
Inc., TRMI-H LLC (formerly known as  
Getty Refining and Marketing Company, and  
Getty Oil Company (Eastern Operations)  
Inc.) and Four Star Oil & Gas Company  
(f/k/a Getty Oil Company, and Tidewater  
Oil)

*December 11, 2023*  
Dated

  
Name: Michelle Y. Long  
Title: Vice President, Chevron Environmental  
Management Company, on behalf of  
Chevron Environmental Management  
Company which is Attorney-in-Fact for  
Texaco Inc., TRMI-H LLC (formerly known  
as Getty Refining and Marketing Company,  
and Getty Oil Company (Eastern Operations)  
Inc.) and Four Star Oil & Gas Company  
(f/k/a Getty Oil Company, and Tidewater Oil  
Company)  
Address: 1500 Louisiana Street, Houston TX 77002


If the Consent Decree is not approved by the Court within 60 days after the date of lodging, and the United States requests, this named Defendant agrees to accept service of the Complaint by mail, and to execute a waiver of service of a summons under Rule 4 of the Federal Rules of Civil Procedure and any applicable local rules of this Court. **This Defendant hereby designates the agent below to accept service of the Complaint by mail and to execute the Rule 4 waiver of service.** In the event that this Defendant has executed the waiver of service and returned it to the United States, or otherwise has been served with the Complaint, the time within which this Defendant must file an Answer to the Complaint is as set forth in the Federal Rules of Civil Procedure and any applicable local rules of this Court, unless that time is extended by the Court.

Name: Nick Longo  
Title: Risk Management Specialist  
Company: Chevron Environmental Management Company  
Address: 1400 Louisiana Street, Houston TX 77002  
Phone: 832-854-5711  
Email: Nick.Longo@chevron.com

Signature Page for Consent Decree in *United States v. Alden Leeds, Inc., et al.* (D.N.J.)

**FOR: COATS & CLARK, INC.**

12/5/23  
Dated

Name:   
SIVE, PAGET & RIESEL P.C.  
Title: Attorney for Coats & Clark, Inc.  
Address: 560 Lexington Ave., 15th Floor  
New York, NY 10022

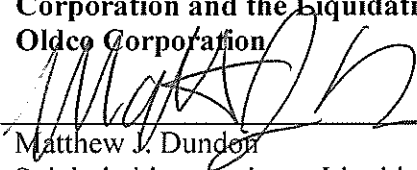
If the Consent Decree is not approved by the Court within 60 days after the date of lodging, and the United States requests, this named Defendant agrees to accept service of the Complaint by mail, and to execute a waiver of service of a summons under Rule 4 of the Federal Rules of Civil Procedure and any applicable local rules of this Court. **This Defendant hereby designates the agent below to accept service of the Complaint by mail and to execute the Rule 4 waiver of service.** In the event that this Defendant has executed the waiver of service and returned it to the United States, or otherwise has been served with the Complaint, the time within which this Defendant must file an Answer to the Complaint is as set forth in the Federal Rules of Civil Procedure and any applicable local rules of this Court, unless that time is extended by the Court.

Name: Jeffrey Gracer  
Title: Attorney for Coats & Clark, Inc.  
Company: Sive, Paget & Riesel P.C.  
Address: 560 Lexington Ave., 15th Floor  
New York, NY 10022  
Phone: (646) 378-7280  
email: jgracer@sprlaw.com

Signature Page for Consent Decree in *United States v. Alden Leeds, Inc., et al.* (D.N.J.)

**FOR: CC Oldco Corporation, f/k/a Congoleum Corporation and the Liquidation Trust for CC Oldco Corporation**

12/7/23  
Dated

  
Name: Matthew J. Dundon  
Title: Solely in his capacity as Liquidation Trustee of the Congoleum Corporation Liquidation Trust and Sole Officer of CC Oldco Corporation, f/k/a Congoleum Corporation, and not in his individual capacity  
Address: Dundon Advisors, LLC  
Ten Bank Street, Suite 1100  
White Plains, New York 10606

If the Consent Decree is not approved by the Court within 60 days after the date of lodging, and the United States requests, this named Defendant agrees to accept service of the Complaint by mail, and to execute a waiver of service of a summons under Rule 4 of the Federal Rules of Civil Procedure and any applicable local rules of this Court. **This Defendant hereby designates the agent below to accept service of the Complaint by mail and to execute the Rule 4 waiver of service.** In the event that this Defendant has executed the waiver of service and returned it to the United States, or otherwise has been served with the Complaint, the time within which this Defendant must file an Answer to the Complaint is as set forth in the Federal Rules of Civil Procedure and any applicable local rules of this Court, unless that time is extended by the Court.

Name: Matthew J. Dundon  
Title: Solely in his capacity as Liquidation Trustee of the Congoleum Corporation Liquidation Trust and Sole Officer of CC Oldco Corporation, f/k/a Congoleum Corporation, and not in his individual capacity.  
Company: Dundon Advisors, LLC  
Address: Ten Bank Street, Suite 1100  
White Plains, New York 10606  
Phone: (914) 341-1188  
email: md@dundon.com

**As to Consent Decree Paragraph 34(b) only:**

**FOR: Liberty Mutual Insurance Company**

Dated \_\_\_\_\_  
Name: Melissa Arkwell  
Title: Sr. Vice President, Resolute Management, Inc. (Duly Authorized Agent of Liberty Mutual Insurance Company)  
Address: Resolute Management Inc.  
100 Liberty Way  
Dover, New Hampshire 03820

Signature Page for Consent Decree in *United States v. Alden Leeds, Inc., et al.* (D.N.J.)

**FOR: CC Oldco Corporation, f/k/a Congoleum Corporation and the Liquidation Trust for CC Oldco Corporation**


Dated	Name: Matthew J. Dundon Title: Solely in his capacity as Liquidation Trustee of the Congoleum Corporation Liquidation Trust and Sole Officer of CC Oldco Corporation, f/k/a Congoleum Corporation, and not in his individual capacity Address: Dundon Advisors, LLC Ten Bank Street, Suite 1100 White Plains, New York 10606
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If the Consent Decree is not approved by the Court within 60 days after the date of lodging, and the United States requests, this named Defendant agrees to accept service of the Complaint by mail, and to execute a waiver of service of a summons under Rule 4 of the Federal Rules of Civil Procedure and any applicable local rules of this Court. **This Defendant hereby designates the agent below to accept service of the Complaint by mail and to execute the Rule 4 waiver of service.** In the event that this Defendant has executed the waiver of service and returned it to the United States, or otherwise has been served with the Complaint, the time within which this Defendant must file an Answer to the Complaint is as set forth in the Federal Rules of Civil Procedure and any applicable local rules of this Court, unless that time is extended by the Court.

Name:	Matthew J. Dundon
Title:	Solely in his capacity as Liquidation Trustee of the Congoleum Corporation Liquidation Trust and Sole Officer of CC Oldco Corporation, f/k/a Congoleum Corporation, and not in his individual capacity.
Company:	Dundon Advisors, LLC
Address:	Ten Bank Street, Suite 1100 White Plains, New York 10606
Phone:	(914) 341-1188
email:	md@dundon.com

**As to Consent Decree Paragraph 34(b) only:**

**FOR: Liberty Mutual Insurance Company**

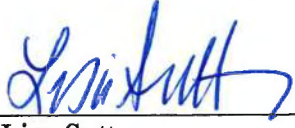
12/14/23 Dated	 Name: Melissa Arkwell Title: Sr. Vice President, Resolute Management, Inc. (Duly Authorized Agent of Liberty Mutual Insurance Company) Address: Resolute Management Inc. 100 Liberty Way Dover, New Hampshire 03820
-------------------	--



Signature Page for Consent Decree in *United States v. Alden Leeds, Inc., et al.* (D.N.J.)

**FOR: Cooper Industries, LLC**

12/6/23  
Dated 12/6/2023

  
Name: Lisa Sutton  
Title: Vice President/Chief Counsel – Regulatory &  
Sustainability  
Address: 1000 Eaton Boulevard, Cleveland, OH 44122

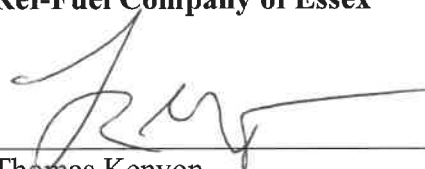
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Name: Lisa Sutton  
Title: Vice President/Chief Counsel – Regulatory &  
Sustainability  
Company: Cooper Industries, LLC  
Address: 1000 Eaton Boulevard  
Cleveland, OH 44122  
Phone: 440-523-4358  
email: LisaDSutton@Eaton.com

Signature Page for Consent Decree in *United States v. Alden Leeds, Inc., et al.* (D.N.J.)

**FOR: Covanta Essex Company, f/k/a American  
Ref-Fuel Company of Essex**

12/13/23  
Dated

  
Name: Thomas Kenyon  
Title: EVP, General Counsel and Secretary  
Address: 183 Raymond Blvd., Newark, NJ 07105

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Name: Barbara Hopkinson Kelly  
Title: Attorney at Law  
Company: Wilson Elser Moskowitz Edelman & Dicker  
LLP  
Address: 7 Giralda Farms  
Madison, NJ 07940  
Phone: 973-624-0800  
email: Barbara.kelly@wilsonelser.com



Signature Page for Consent Decree in *United States v. Alden Leeds, Inc., et al.* (D.N.J.)

**FOR: Croda Inc.**

11 December 2023

Dated

Name:  \_\_\_\_\_  
Bradley Cook

Title: Senior Vice President

Address: 777 Scudders Mill Road, Building 2, Suite  
200, Plainsboro, NJ 08536

If the Consent Decree is not approved by the Court within 60 days after the date of lodging, and the United States requests, this named Defendant agrees to accept service of the Complaint by mail, and to execute a waiver of service of a summons under Rule 4 of the Federal Rules of Civil Procedure and any applicable local rules of this Court. **This Defendant hereby designates the agent below to accept service of the Complaint by mail and to execute the Rule 4 waiver of service.** In the event that this Defendant has executed the waiver of service and returned it to the United States, or otherwise has been served with the Complaint, the time within which this Defendant must file an Answer to the Complaint is as set forth in the Federal Rules of Civil Procedure and any applicable local rules of this Court, unless that time is extended by the Court.

Name: Christina Manuelli

Title: General Counsel (USA)

Company: Croda Inc.

Address: 777 Scudders Mill Road, Bldg. 2, Ste. #200  
Plainsboro New Jersey 08536

Phone: 609-212-2261

email: Christina.manuelli@croda.com

Signature Page for Consent Decree in *United States v. Alden Leeds, Inc., et al.* (D.N.J.)

FOR: Curtiss-Wright Corporation

11-30-23

Dated

Name:

Gary Ogilby

Title:

Vice President and Corporate Controller

Address:

400 Interpace Parkway, Building D  
Parsippany, NJ 07054

If the Consent Decree is not approved by the Court within 60 days after the date of lodging, and the United States requests, this named Defendant agrees to accept service of the Complaint by mail, and to execute a waiver of service of a summons under Rule 4 of the Federal Rules of Civil Procedure and any applicable local rules of this Court. **This Defendant hereby designates the agent below to accept service of the Complaint by mail and to execute the Rule 4 waiver of service.** In the event that this Defendant has executed the waiver of service and returned it to the United States, or otherwise has been served with the Complaint, the time within which this Defendant must file an Answer to the Complaint is as set forth in the Federal Rules of Civil Procedure and any applicable local rules of this Court, unless that time is extended by the Court.

Name:

Mark Berenson

Title:

Curtiss-Wright Corporation

Company:

Associate General Counsel

Address:

400 Interpace Parkway, Building D  
Parsippany, NJ 07054

Phone:

973-541-3756

email:

mberenson@curtisswright.com

Signature Page for Consent Decree in *United States v. Alden Leeds, Inc., et al.* (D.N.J.)

FOR: Darling Ingredients Inc.

12/4/23  
Dated

Name:  
Title:  
Address:

[Signature]  
Lee Henig-Elona

If the Consent Decree is not approved by the Court within 60 days after the date of lodging, and the United States requests, this named Defendant agrees to accept service of the Complaint by mail, and to execute a waiver of service of a summons under Rule 4 of the Federal Rules of Civil Procedure and any applicable local rules of this Court. **This Defendant hereby designates the agent below to accept service of the Complaint by mail and to execute the Rule 4 waiver of service.** In the event that this Defendant has executed the waiver of service and returned it to the United States, or otherwise has been served with the Complaint, the time within which this Defendant must file an Answer to the Complaint is as set forth in the Federal Rules of Civil Procedure and any applicable local rules of this Court, unless that time is extended by the Court.

Name: Lee Henig-Elona  
Title: Attorney  
Company: Darling Ingredients Inc.  
Address: Gordon Rees 18 Columbia Tpk  
Florham Park NJ 07932  
Phone: 973-549-2520  
email: lhenig-elona@grsm.com

Signature Page for Consent Decree in *United States v. Alden Leeds, Inc., et al.* (D.N.J.)

**FOR: DII Industries, LLC**

12/14/23

Dated

Name: Christopher J. Bellotti

Title: Vice President - Litigation

Address: 3000 N Sam Houston Pkwy E  
Houston, TX 77032-3219

If the Consent Decree is not approved by the Court within 60 days after the date of lodging, and the United States requests, this named Defendant agrees to accept service of the Complaint by mail, and to execute a waiver of service of a summons under Rule 4 of the Federal Rules of Civil Procedure and any applicable local rules of this Court. **This Defendant hereby designates the agent below to accept service of the Complaint by mail and to execute the Rule 4 waiver of service.** In the event that this Defendant has executed the waiver of service and returned it to the United States, or otherwise has been served with the Complaint, the time within which this Defendant must file an Answer to the Complaint is as set forth in the Federal Rules of Civil Procedure and any applicable local rules of this Court, unless that time is extended by the Court.

Name: Martha Thomsen

Title: Partner

Company: Baker Botts L.L.P.

Address: 700 K Street NW  
Washington DC 20001

Phone: 202.639.7863

email: Martha.thomsen@bakerbotts.com

Signature Page for Consent Decree in *United States v. Alden Leeds, Inc., et al.* (D.N.J.)

FOR: DPC Settling Parties

DEC 12 2023

Dated

Name: LOUISA

LITTLE

Title: Authorized Signatory

Address: 1185 Sixth Ave., NY, NY 10036

If the Consent Decree is not approved by the Court within 60 days after the date of lodging, and the United States requests, this named Defendant agrees to accept service of the Complaint by mail, and to execute a waiver of service of a summons under Rule 4 of the Federal Rules of Civil Procedure and any applicable local rules of this Court. **This Defendant hereby designates the agent below to accept service of the Complaint by mail and to execute the Rule 4 waiver of service.** In the event that this Defendant has executed the waiver of service and returned it to the United States, or otherwise has been served with the Complaint, the time within which this Defendant must file an Answer to the Complaint is as set forth in the Federal Rules of Civil Procedure and any applicable local rules of this Court, unless that time is extended by the Court.

Name: Richard J. Ericsson, Esq.

Title: Counsel for DPC Settling Parties

Company: Cole Schotz P.C.

Address: 25 Main Street

Hackensack, NJ 07601

Phone: (201) 525-6346

email: ericsson@coleschotz.com



Signature Page for Consent Decree in *United States v. Alden Leeds, Inc., et al.* (D.N.J.)

FOR:

12/13/23

Dated

Name:

Title:

Address:

JOCELYN MANSHIP

PRESIDENT

ELANOCHEMICAL CO. INC

268 DOREMUS AVE.

NEWARK, N.J. 07105

If the Consent Decree is not approved by the Court within 60 days after the date of lodging, and the United States requests, this named Defendant agrees to accept service of the Complaint by mail, and to execute a waiver of service of a summons under Rule 4 of the Federal Rules of Civil Procedure and any applicable local rules of this Court. **This Defendant hereby designates the agent below to accept service of the Complaint by mail and to execute the Rule 4 waiver of service.** In the event that this Defendant has executed the waiver of service and returned it to the United States, or otherwise has been served with the Complaint, the time within which this Defendant must file an Answer to the Complaint is as set forth in the Federal Rules of Civil Procedure and any applicable local rules of this Court, unless that time is extended by the Court.

Name:

JOCELYN MANSHIP

Title:

PRESIDENT

Company:

ELANO Chemical Company, Inc.

Address:

268 DOREMUS AVE.

NEWARK NJ 07105

Phone:

973 344 8014

email:

jmanship@elan-chemical.com

Signature Page for Consent Decree in *United States v. Alden Leeds, Inc., et al.* (D.N.J.)

**FOR: E.M. Sergeant Pulp & Chemical Co., Inc.**

12/14/23

Dated

Name: Scott A. Reisch

Title: Vice President

Address: 6 Chelsea Road  
Clifton, NJ 07012

If the Consent Decree is not approved by the Court within 60 days after the date of lodging, and the United States requests, this named Defendant agrees to accept service of the Complaint by mail, and to execute a waiver of service of a summons under Rule 4 of the Federal Rules of Civil Procedure and any applicable local rules of this Court. **This Defendant hereby designates the agent below to accept service of the Complaint by mail and to execute the Rule 4 waiver of service.** In the event that this Defendant has executed the waiver of service and returned it to the United States, or otherwise has been served with the Complaint, the time within which this Defendant must file an Answer to the Complaint is as set forth in the Federal Rules of Civil Procedure and any applicable local rules of this Court, unless that time is extended by the Court.

Name: Daniele Cervino, Esq.

Title: Agent for Legal Process.

Company: BEATTIE PADOVANO, LLC

Address: 200 Market Street, Suite 401  
Montvale, New Jersey 07645-1845

Phone: 201-799-2125

email: DCervino@beattielaw.com



Signature Page for Consent Decree in *United States v. Alden Leeds, Inc., et al.* (D.N.J.)

FOR: ENPRO HOLDINGS, INC.

12/16/2023

Dated

Name: BENNE C. HUTSON  
Title: VICE PRESIDENT  
Address: 5605 CARNEGIE BOULEVARD  
SUITE 500  
CHARLOTTE, NC 28209

If the Consent Decree is not approved by the Court within 60 days after the date of lodging, and the United States requests, this named Defendant agrees to accept service of the Complaint by mail, and to execute a waiver of service of a summons under Rule 4 of the Federal Rules of Civil Procedure and any applicable local rules of this Court. **This Defendant hereby designates the agent below to accept service of the Complaint by mail and to execute the Rule 4 waiver of service.** In the event that this Defendant has executed the waiver of service and returned it to the United States, or otherwise has been served with the Complaint, the time within which this Defendant must file an Answer to the Complaint is as set forth in the Federal Rules of Civil Procedure and any applicable local rules of this Court, unless that time is extended by the Court.

Name: BENNE C. HUTSON  
Title: VICE PRESIDENT  
Company: ENPRO HOLDINGS, INC.  
Address: 5605 CARNEGIE BLVD., SUITE 500  
CHARLOTTE, NC 28211  
Phone: 704/965-6555  
email: BENNE.HUTSON@enpro.com

Signature Page for Consent Decree in *United States v. Alden Leeds, Inc., et al.* (D.N.J.)

**FOR: EPEC Polymers, Inc., on behalf of itself  
and El Paso Tennessee Pipeline Co.**

12/12/2023

Dated

Name:



Vince W. Blout

Title:

Director EHS

Address: 1001 Louisiana Street, Houston, TX 77002

If the Consent Decree is not approved by the Court within 60 days after the date of lodging, and the United States requests, this named Defendant agrees to accept service of the Complaint by mail, and to execute a waiver of service of a summons under Rule 4 of the Federal Rules of Civil Procedure and any applicable local rules of this Court. **This Defendant hereby designates the agent below to accept service of the Complaint by mail and to execute the Rule 4 waiver of service.** In the event that this Defendant has executed the waiver of service and returned it to the United States, or otherwise has been served with the Complaint, the time within which this Defendant must file an Answer to the Complaint is as set forth in the Federal Rules of Civil Procedure and any applicable local rules of this Court, unless that time is extended by the Court.

Name: Andrea Lipuma,

Title: Counsel

Company: Saul Ewing Arnstein & Lehr LLP

Address: 650 College Rd. East Suite 4000

Princeton, NJ 08540-6603

Phone: 609-452-5032

email: Andrea.Lipuma@saul.com

Signature Page for Consent Decree in *United States v. Alden Leeds, Inc., et al.* (D.N.J.)

**FOR: ESSEX CHEMICAL CORPORATION**

12/12/23  
Dated

Kenneth H. Mack  
Name: KENNETH H. MACK  
Title: COUNSEL  
Address: FOX ROTHSCHILD  
997 Lenox Drive  
Lawrenceville, NJ 08648

If the Consent Decree is not approved by the Court within 60 days after the date of lodging, and the United States requests, this named Defendant agrees to accept service of the Complaint by mail, and to execute a waiver of service of a summons under Rule 4 of the Federal Rules of Civil Procedure and any applicable local rules of this Court. **This Defendant hereby designates the agent below to accept service of the Complaint by mail and to execute the Rule 4 waiver of service.** In the event that this Defendant has executed the waiver of service and returned it to the United States, or otherwise has been served with the Complaint, the time within which this Defendant must file an Answer to the Complaint is as set forth in the Federal Rules of Civil Procedure and any applicable local rules of this Court, unless that time is extended by the Court.

Name: Kenneth H. Mack  
Title: Counsel  
Company: Fox Rothschild  
Address: 997 Lenox Drive  
Lawrenceville, NJ 08648  
Phone: 609-895-6631  
email: [kmack@foxrothschild.com](mailto:kmack@foxrothschild.com)

Signature Page for Consent Decree in *United States v. Alden Leeds, Inc., et al.* (D.N.J.)

FOR: EVERETT SMITH GROUP, LTD.,  
N/K/A LEAR MEXICAN SEATING CORPORATION

12/13/23

Dated

  
Name: Harry A. Kemp

Title: Vice President and Secretary

Address: 21557 Telegraph Road, Southfield, MI 48033

If the Consent Decree is not approved by the Court within 60 days after the date of lodging, and the United States requests, this named Defendant agrees to accept service of the Complaint by mail, and to execute a waiver of service of a summons under Rule 4 of the Federal Rules of Civil Procedure and any applicable local rules of this Court. **This Defendant hereby designates the agent below to accept service of the Complaint by mail and to execute the Rule 4 waiver of service.** In the event that this Defendant has executed the waiver of service and returned it to the United States, or otherwise has been served with the Complaint, the time within which this Defendant must file an Answer to the Complaint is as set forth in the Federal Rules of Civil Procedure and any applicable local rules of this Court, unless that time is extended by the Court.

Name: Linda E. Benfield

Title: \_\_\_\_\_

Company: Foley & Lardner LLP

Address: 777 E. Wisconsin Avenue

Milwaukee, WI 53202

Phone: 414.297.5825

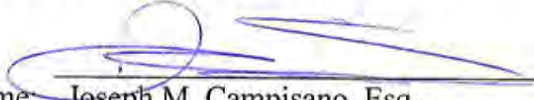
email: lbenfield@foley.com

Signature Page for Consent Decree in *United States v. Alden Leeds, Inc., et al.* (D.N.J.)

**FOR:** Fiske Brothers Refining Co.

12/6/2023

Dated

  
Name: Joseph M. Campisano, Esq.  
Title: Attorney for Fiske Brothers Refining Co.  
Address: 55 Lane Road, Suite 170, Fairfield, NJ 07004

If the Consent Decree is not approved by the Court within 60 days after the date of lodging, and the United States requests, this named Defendant agrees to accept service of the Complaint by mail, and to execute a waiver of service of a summons under Rule 4 of the Federal Rules of Civil Procedure and any applicable local rules of this Court. **This Defendant hereby designates the agent below to accept service of the Complaint by mail and to execute the Rule 4 waiver of service.** In the event that this Defendant has executed the waiver of service and returned it to the United States, or otherwise has been served with the Complaint, the time within which this Defendant must file an Answer to the Complaint is as set forth in the Federal Rules of Civil Procedure and any applicable local rules of this Court, unless that time is extended by the Court.


Name: Joseph M. Campisano, Esq.  
Title: Attorney for Fiske Brothers Refining Co.  
Company: Sedita, Campisano & Campisano, LLC  
Address: 55 Lane Road, Suite 170  
Fairfield, New Jersey 07004  
Phone: (973)787-0299  
email: JCampisano@scclegal.com



Signature Page for Consent Decree in *United States v. Alden Leeds, Inc., et al.* (D.N.J.)

**FOR:**

12/13/23  
Dated

  
Name: Thomas Spiesman  
Title: Counsel for Flexon Industries Corp  
Address: Porzio Bromberg & Newman, P.C.  
100 Southgate Parkway  
Morristown, NJ 07962

If the Consent Decree is not approved by the Court within 60 days after the date of lodging, and the United States requests, this named Defendant agrees to accept service of the Complaint by mail, and to execute a waiver of service of a summons under Rule 4 of the Federal Rules of Civil Procedure and any applicable local rules of this Court. **This Defendant hereby designates the agent below to accept service of the Complaint by mail and to execute the Rule 4 waiver of service.** In the event that this Defendant has executed the waiver of service and returned it to the United States, or otherwise has been served with the Complaint, the time within which this Defendant must file an Answer to the Complaint is as set forth in the Federal Rules of Civil Procedure and any applicable local rules of this Court, unless that time is extended by the Court.

Name: Thomas Spiesman  
Title: Counsel to Flexon Industries Corp.  
Company: Porzio Bromberg & Newman, P.C.  
Address: 100 Southgate Parkway  
Morristown, NJ 07962  
Phone: (973) 889-4208  
email: tspiesman@pbnlaw.com



Signature Page for Consent Decree in *United States v. Alden Leeds, Inc., et al.* (D.N.J.)

**FOR: FRANKLIN-BURLINGTON PLASTICS, INC.**

12/06/2023

Dated

Name: David Hill

Title: President

Address: 33587 Walker Road, Avon Lake, Ohio 44012



If the Consent Decree is not approved by the Court within 60 days after the date of lodging, and the United States requests, this named Defendant agrees to accept service of the Complaint by mail, and to execute a waiver of service of a summons under Rule 4 of the Federal Rules of Civil Procedure and any applicable local rules of this Court. **This Defendant hereby designates the agent below to accept service of the Complaint by mail and to execute the Rule 4 waiver of service.** In the event that this Defendant has executed the waiver of service and returned it to the United States, or otherwise has been served with the Complaint, the time within which this Defendant must file an Answer to the Complaint is as set forth in the Federal Rules of Civil Procedure and any applicable local rules of this Court, unless that time is extended by the Court.

Name: Robert K. James

Title: Vice President, Environmental and Secretary

Company: Franklin-Burlington Plastics, Inc.

Address: 33587 Walker Road

Avon Lake, Ohio 44012

Phone: +1 (440) 930-1361

email: rj@franklinburlingtonplastics.com

Signature Page for Consent Decree in *United States v. Alden Leeds, Inc., et al.* (D.N.J.)

**FOR:** Garfield Molding Co., Inc.  
(by attorney)

12/14/23

Dated

Name: Kelly Way  
Title: Kelly Way, Esquire  
Address: Attorney for Garfield Molding Co., Inc.  
1515 Market St., Suite 1800  
Philadelphia, PA 19102

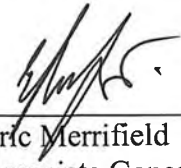
If the Consent Decree is not approved by the Court within 60 days after the date of lodging, and the United States requests, this named Defendant agrees to accept service of the Complaint by mail, and to execute a waiver of service of a summons under Rule 4 of the Federal Rules of Civil Procedure and any applicable local rules of this Court. **This Defendant hereby designates the agent below to accept service of the Complaint by mail and to execute the Rule 4 waiver of service.** In the event that this Defendant has executed the waiver of service and returned it to the United States, or otherwise has been served with the Complaint, the time within which this Defendant must file an Answer to the Complaint is as set forth in the Federal Rules of Civil Procedure and any applicable local rules of this Court, unless that time is extended by the Court.

Name: Kelly Way, Esquire  
Title: Attorney  
Company: Ricci Tyrell Johnson & Grey  
Address: 1515 Market St. suite 1800  
Philadelphia, PA 19102  
Phone: 215-320-2089  
email: kway@rtjglaw.com

Signature Page for Consent Decree in *United States v. Alden Leeds, Inc., et al.* (D.N.J.)

**FOR:**

12/5/2023  
Dated

  
Name: Eric Merrifield  
Title: Associate General Counsel – Environmental Program  
Address: 1 River Road, Building 5-7W  
Schenectady, NY 12345

If the Consent Decree is not approved by the Court within 60 days after the date of lodging, and the United States requests, this named Defendant agrees to accept service of the Complaint by mail, and to execute a waiver of service of a summons under Rule 4 of the Federal Rules of Civil Procedure and any applicable local rules of this Court. **This Defendant hereby designates the agent below to accept service of the Complaint by mail and to execute the Rule 4 waiver of service.** In the event that this Defendant has executed the waiver of service and returned it to the United States, or otherwise has been served with the Complaint, the time within which this Defendant must file an Answer to the Complaint is as set forth in the Federal Rules of Civil Procedure and any applicable local rules of this Court, unless that time is extended by the Court.

Name: Eric Merrifield  
Title: Associate General Counsel – Environmental Program  
Company: General Electric Company  
Address: 1 River Road, Building 5-7W  
Schenectady, NY 12345  
Phone: (206) 291-5025  
email: Eric.Merrifield@ge.com

Signature Page for Consent Decree in *United States v. Alden Leeds, Inc., et al.* (D.N.J.)

**FOR: Givaudan Fragrances Corporation**

12-6-23

Dated

Name: Ali Tahseen

Title: Chief Financial Officer

Address: 1199 Edison Drive, Cincinnati, OH 45216

Approved as to Form:

JAZ

Date 12-6-23

If the Consent Decree is not approved by the Court within 60 days after the date of lodging, and the United States requests, this named Defendant agrees to accept service of the Complaint by mail, and to execute a waiver of service of a summons under Rule 4 of the Federal Rules of Civil Procedure and any applicable local rules of this Court. **This Defendant hereby designates the agent below to accept service of the Complaint by mail and to execute the Rule 4 waiver of service.** In the event that this Defendant has executed the waiver of service and returned it to the United States, or otherwise has been served with the Complaint, the time within which this Defendant must file an Answer to the Complaint is as set forth in the Federal Rules of Civil Procedure and any applicable local rules of this Court, unless that time is extended by the Court.

Name: William Hatfield

Title: Director, Environmental

Company: Gibbons PC

Address: One Gateway Center

Newark, NJ 07102

Phone: 973-596-4500


email: whatfield@gibbonslaw.com



Signature Page for Consent Decree in *United States v. Alden Leeds, Inc., et al.* (D.N.J.)

**FOR: Goodrich Corporation for itself, Kalama Specialty Chemicals, Inc. and Noveon Kalama Inc. (f/k/a Kalama Chemical, Inc., f/k/a BFGoodrich Kalama, Inc.)**

12/5/23  
Dated

  
Name: Edward F. McHugh  
Title: Vice President and General Counsel of  
Collins Aerospace on behalf of Goodrich  
Corporation  
Address: 1 Hamilton Road  
Windsor Locks, CT 06096

If the Consent Decree is not approved by the Court within 60 days after the date of lodging, and the United States requests, this named Defendant agrees to accept service of the Complaint by mail, and to execute a waiver of service of a summons under Rule 4 of the Federal Rules of Civil Procedure and any applicable local rules of this Court. **This Defendant hereby designates the agent below to accept service of the Complaint by mail and to execute the Rule 4 waiver of service.** In the event that this Defendant has executed the waiver of service and returned it to the United States, or otherwise has been served with the Complaint, the time within which this Defendant must file an Answer to the Complaint is as set forth in the Federal Rules of Civil Procedure and any applicable local rules of this Court, unless that time is extended by the Court.

Name: James Ray, Esq.  
Title: Partner  
Company: Robinson & Cole LLP  
Address: 280 Trumbull St.  
Hartford CT 06103-3597  
Phone: 860-275-8257  
email: jray@rc.com

Signature Page for Consent Decree in *United States v. Alden Leeds, Inc., et al.* (D.N.J.)

**FOR:** L3HARRIS TECHNOLOGIES, INC.  
a Delaware corporation

12/13/2023

Dated

Name: Sara M. Pagani

Title: Vice President, Associate General Counsel

Address: L3Harris Technologies, Inc.  
1025 W. NASA Blvd., MS A-11A  
Melbourne, FL 32919

If the Consent Decree is not approved by the Court within 60 days after the date of lodging, and the United States requests, this named Defendant agrees to accept service of the Complaint by mail, and to execute a waiver of service of a summons under Rule 4 of the Federal Rules of Civil Procedure and any applicable local rules of this Court. **This Defendant hereby designates the agent below to accept service of the Complaint by mail and to execute the Rule 4 waiver of service.** In the event that this Defendant has executed the waiver of service and returned it to the United States, or otherwise has been served with the Complaint, the time within which this Defendant must file an Answer to the Complaint is as set forth in the Federal Rules of Civil Procedure and any applicable local rules of this Court, unless that time is extended by the Court.

Name: Jennifer M. Black  
Title: Sr. Dir., Managing Counsel  
Company: L3Harris Technologies, Inc.  
Address: 1025 W. NASA Blvd., MS A-11A  
Melbourne, FL 32919  
Phone: 321-213-7515  
email: Jennifer.Black@L3Harris.com



Signature Page for Consent Decree in *United States v. Alden Leeds, Inc., et al.* (D.N.J.)

**FOR: Harrison Supply Company**

December 13, 2023



Dated

Name: Steven A. Weiner

Title: Attorney at Law

Litigation Counsel for Harrison Supply Company

Address: O'Toole Scrivo, LLC

14 Village Park Road, Cedar Grove, NJ 07009

If the Consent Decree is not approved by the Court within 60 days after the date of lodging, and the United States requests, this named Defendant agrees to accept service of the Complaint by mail, and to execute a waiver of service of a summons under Rule 4 of the Federal Rules of Civil Procedure and any applicable local rules of this Court. **This Defendant hereby designates the agent below to accept service of the Complaint by mail and to execute the Rule 4 waiver of service.** In the event that this Defendant has executed the waiver of service and returned it to the United States, or otherwise has been served with the Complaint, the time within which this Defendant must file an Answer to the Complaint is as set forth in the Federal Rules of Civil Procedure and any applicable local rules of this Court, unless that time is extended by the Court.

Name: KENNETH E. PHILLIPS

Title: CHIEF EXEC. OFFICER (CEO)

Company: HARRISON SUPPLY COMPANY

Address: 144 Lake End Road

Newfoundland, NJ 07435

Phone: NA

email: NA

Signature Page for Consent Decree in *United States v. Alden Leeds, Inc., et al.* (D.N.J.)

**FOR:**

**THE HARTZ CONSUMER GROUP,  
INC., AS SUCCESSOR TO CERTAIN  
LIABILITIES OF THE HARTZ  
MOUNTAIN CORPORATION, ON ITS  
BEHALF, AND ON BEHALF OF THE  
HARTZ MOUNTAIN CORPORATION**

12/8/2023

Dated

Frank E. Roscitt  
Name: Frank E. Roscitt  
Title: Vice President-Taxes  
Address: 500 Plaza Drive, 6<sup>th</sup> Floor  
Secaucus, New Jersey 07096-1515

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Name: Curtis L. Michael  
Title: Attorney  
Company: Rubino & Patton LLP  
Address: 500 Plaza Drive, PO Box 2038  
Secaucus, New Jersey 07094-2038  
Phone: 201-272-5306  
email: Curt.michael@hrplaw.com

Signature Page for Consent Decree in *United States v. Alden Leeds, Inc., et al.* (D.N.J.)

**FOR: ~~Hexcel Corporation~~**

12/5/2023

Dated

Name: Gail Lehman

Title: Executive Vice President, General Counsel,  
and Secretary

Address: 281 Tresser Boulevard  
Two Stamford Plaza, 16<sup>th</sup> Floor  
Stamford, CT 06901

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Name: Gail Lehman

Title: Executive Vice President, General Counsel,  
and Secretary

Company: Hexcel Corporation

Address: 281 Tresser Boulevard  
Two Stamford Plaza, 16<sup>th</sup> Floor  
Stamford, CT 06901

Phone: 203-969-0666

email: Gail.lehman@hexcel.com

Signature Page for Consent Decree in *United States v. Alden Leeds, Inc., et al.* (D.N.J.)

FOR: Hoffmann-La Roche Inc.

12/8/23  
Dated  
Name: Mary-Alice Barrett  
Title: Associate General Counsel  
Address: 150 GLOVE Rd.  
          : LITTLE FALLS NJ 07424

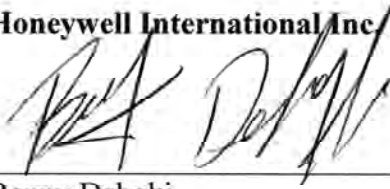
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Name: William S. Hatfield  
Title: Director, Environmental Group  
Company: Gibbons P.C.  
Address: One Gateway Center  
          : Newark NJ 07102  
Phone: 973-596-4500  
email: whatfield@gibbonslaw.com

Signature Page for Consent Decree in *United States v. Alden Leeds, Inc., et al.* (D.N.J.)

**FOR: Honeywell International Inc.**

12/15/2023



Dated

Name: Benny Dehghi

Title: VP, Global Remediation and Site  
Redevelopment

Address: 855 S Mint St  
Charlotte, NC. 28202

If the Consent Decree is not approved by the Court within 60 days after the date of lodging, and the United States requests, this named Defendant agrees to accept service of the Complaint by mail, and to execute a waiver of service of a summons under Rule 4 of the Federal Rules of Civil Procedure and any applicable local rules of this Court. **This Defendant hereby designates the agent below to accept service of the Complaint by mail and to execute the Rule 4 waiver of service.** In the event that this Defendant has executed the waiver of service and returned it to the United States, or otherwise has been served with the Complaint, the time within which this Defendant must file an Answer to the Complaint is as set forth in the Federal Rules of Civil Procedure and any applicable local rules of this Court, unless that time is extended by the Court.

Name: Chuck Anthony

Title: VP and General Counsel- Health, Safety,  
Environment, Product Stewardship, and  
Sustainability

Company: Honeywell International Inc.

Address: 855 S Mint St  
Charlotte, NC. 28202

Phone: 980-279-3070

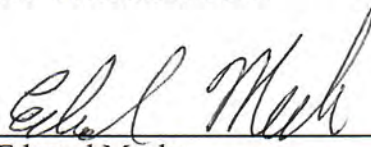
email: Charles.anthony@honeywell.com



Signature Page for Consent Decree in *United States v. Alden Leeds, Inc., et al.* (D.N.J.)

**FOR: ISP Chemicals LLC**

12/7/23  
Dated

  
Name: Edward Meeks  
Title: Senior Manager - Remediation  
Address: 500 Hercules Road  
Wilmington, Delaware 19808-1599

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Name: Robin Lampkin  
Title: SVP, General Counsel and Secretary  
Company: ISP Chemicals LLC c/o Ashland Inc.  
Address: 500 Hercules Road  
Wilmington, Delaware 19808-1599  
Phone: 614-271-3019  
email: relampkin@ashland.com

Signature Page for Consent Decree in *United States v. Alden Leeds, Inc., et al.* (D.N.J.)

FOR: *Leemitt's Petroleum, Inc.*  
- and -  
*Getty Properties Corp., General Partner for*  
*Powder Mill Realty Company Limited Partnership*

*12-13-2023*

Dated

Name: *Jashna Dicker*  
Title: *Executive Vice-President*  
Address: *292 Madison Ave., 9th Fl., New York, NY 10017*

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Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Company: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
email: \_\_\_\_\_

Signature Page for Consent Decree in *United States v. Alden Leeds, Inc., et al.* (D.N.J.)

**FOR: Legacy Vulcan, LLC**

12-6-2023

Dated



Name: D. Franklin, III

Title: Senior Vice President and General Counsel

Address: 1200 Urban Center Drive  
Birmingham, Alabama 35242

If the Consent Decree is not approved by the Court within 60 days after the date of lodging, and the United States requests, this named Defendant agrees to accept service of the Complaint by mail, and to execute a waiver of service of a summons under Rule 4 of the Federal Rules of Civil Procedure and any applicable local rules of this Court. **This Defendant hereby designates the agent below to accept service of the Complaint by mail and to execute the Rule 4 waiver of service.** In the event that this Defendant has executed the waiver of service and returned it to the United States, or otherwise has been served with the Complaint, the time within which this Defendant must file an Answer to the Complaint is as set forth in the Federal Rules of Civil Procedure and any applicable local rules of this Court, unless that time is extended by the Court.

Name: Eddie Lewis

Title: Partner

Company: Norton Rose Fulbright US LLP

Address: 1301 McKinney, Suite 5100  
Houston, TX 77010-3095

Phone: (713) 651-3760

email: eddie.lewis@nortonrosefulbright.com

Signature Page for Consent Decree in *United States v. Alden Leeds, Inc., et al.* (D.N.J.)

**FOR:** Mallinckrodt LLC

12/7/2023  
Dated

Cathi Ponciroli  
Name: Cathi Ponciroli  
Title: Vice President  
Address: 385 Marshall Avenue, Webster Groves, MO  
63119

If the Consent Decree is not approved by the Court within 60 days after the date of lodging, and the United States requests, this named Defendant agrees to accept service of the Complaint by mail, and to execute a waiver of service of a summons under Rule 4 of the Federal Rules of Civil Procedure and any applicable local rules of this Court. **This Defendant hereby designates the agent below to accept service of the Complaint by mail and to execute the Rule 4 waiver of service.** In the event that this Defendant has executed the waiver of service and returned it to the United States, or otherwise has been served with the Complaint, the time within which this Defendant must file an Answer to the Complaint is as set forth in the Federal Rules of Civil Procedure and any applicable local rules of this Court, unless that time is extended by the Court.

Name: CT Corporation System  
Title: \_\_\_\_\_  
Company: \_\_\_\_\_  
Address: 820 Bear Tavern Road, Ste 305  
West Trenton, NJ 08628  
Phone: 609-538-1818  
email: \_\_\_\_\_



Signature Page for Consent Decree in *United States v. Alden Leeds, Inc., et al.* (D.N.J.)

**FOR: National-Standard, LLC**

12/14/23  
Dated  
Name: Peter Sperling  
Title: Manager  
Address: 25701 Bella Vista Parkway, Warrenville, IL  
60555

If the Consent Decree is not approved by the Court within 60 days after the date of lodging, and the United States requests, this named Defendant agrees to accept service of the Complaint by mail, and to execute a waiver of service of a summons under Rule 4 of the Federal Rules of Civil Procedure and any applicable local rules of this Court. **This Defendant hereby designates the agent below to accept service of the Complaint by mail and to execute the Rule 4 waiver of service.** In the event that this Defendant has executed the waiver of service and returned it to the United States, or otherwise has been served with the Complaint, the time within which this Defendant must file an Answer to the Complaint is as set forth in the Federal Rules of Civil Procedure and any applicable local rules of this Court, unless that time is extended by the Court.

Name: Stanley H. Meadows  
Title: Assistant Secretary  
Company: National-Standard, LLC  
Address: 444 W. Lake St. Rm. 4000  
Chicago, IL 60606  
Phone: (312) 984-7570  
email: smeadows@mwe.com



Signature Page for Consent Decree in *United States v. Alden Leeds, Inc., et al.* (D.N.J.)

FOR:

12/9/31

Dated

Name:

Adam Knoll

Title:

SVP

Address:

1 Crossroads Drive, 303  
Bedminster, NJ 07921

If the Consent Decree is not approved by the Court within 60 days after the date of lodging, and the United States requests, this named Defendant agrees to accept service of the Complaint by mail, and to execute a waiver of service of a summons under Rule 4 of the Federal Rules of Civil Procedure and any applicable local rules of this Court. **This Defendant hereby designates the agent below to accept service of the Complaint by mail and to execute the Rule 4 waiver of service.** In the event that this Defendant has executed the waiver of service and returned it to the United States, or otherwise has been served with the Complaint, the time within which this Defendant must file an Answer to the Complaint is as set forth in the Federal Rules of Civil Procedure and any applicable local rules of this Court, unless that time is extended by the Court.

Name:

Adam Knoll

Title:

SVP

Company:

New Holdings U.S. Corporation

Address:

1 Crossroads Drive, 303  
Bedminster, NJ 07921

Phone:

973-428 0065

email:

aknoll@edenwoodrealty.com

Signature Page for Consent Decree in *United States v. Alden Leeds, Inc., et al.* (D.N.J.)

**FOR:**

12/9/2023

Dated

Name:

Title:

Address:

Adam Knoll

SUP

1 Crossroads Drive, 303  
Belminster, NJ 07921

If the Consent Decree is not approved by the Court within 60 days after the date of lodging, and the United States requests, this named Defendant agrees to accept service of the Complaint by mail, and to execute a waiver of service of a summons under Rule 4 of the Federal Rules of Civil Procedure and any applicable local rules of this Court. **This Defendant hereby designates the agent below to accept service of the Complaint by mail and to execute the Rule 4 waiver of service.** In the event that this Defendant has executed the waiver of service and returned it to the United States, or otherwise has been served with the Complaint, the time within which this Defendant must file an Answer to the Complaint is as set forth in the Federal Rules of Civil Procedure and any applicable local rules of this Court, unless that time is extended by the Court.

Name:

Title:

Company:

Address:

Phone:

email:

Adam Knoll

SUP

Eden Wood Corporation

1 Crossroads Drive, 303

Belminster, NJ 07921

973-428-0065

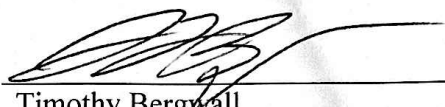
aknoll@edenwoodrealty.com

Signature Page for Consent Decree in *United States v. Alden Leeds, Inc., et al.* (D.N.J.)

**FOR: The Newark Group, Inc., on its behalf  
and as successor to Newark Boxboard  
Company**

12-14-23

Dated

Name:   
Timothy Bergwall

Title: President

Address: 425 Winter Road  
Delaware, OH 43015

If the Consent Decree is not approved by the Court within 60 days after the date of lodging, and the United States requests, this named Defendant agrees to accept service of the Complaint by mail, and to execute a waiver of service of a summons under Rule 4 of the Federal Rules of Civil Procedure and any applicable local rules of this Court. **This Defendant hereby designates the agent below to accept service of the Complaint by mail and to execute the Rule 4 waiver of service.** In the event that this Defendant has executed the waiver of service and returned it to the United States, or otherwise has been served with the Complaint, the time within which this Defendant must file an Answer to the Complaint is as set forth in the Federal Rules of Civil Procedure and any applicable local rules of this Court, unless that time is extended by the Court.

Name: David M. Meezan, Esq.

Title: Partner

Company: Kazmarek Mowrey Cloud Laseter LLP

Address: 1230 Peachtree Street NE  
Suite 900  
Atlanta, GA 30309

Phone: (404) 969-0733


email: [dmeezan@kmcclaw.com](mailto:dmeezan@kmcclaw.com)

Signature Page for Consent Decree in *United States v. Alden Leeds, Inc., et al.* (D.N.J.)

**FOR: NEWARK MORNING LEDGER CO.**

12-6-2023

Dated

Name:  Stephen Leotsakos

Title: Vice President of Operations

Address: One Gateway Center, Suite 123, Newark,  
New Jersey 07102

If the Consent Decree is not approved by the Court within 60 days after the date of lodging, and the United States requests, this named Defendant agrees to accept service of the Complaint by mail, and to execute a waiver of service of a summons under Rule 4 of the Federal Rules of Civil Procedure and any applicable local rules of this Court. **This Defendant hereby designates the agent below to accept service of the Complaint by mail and to execute the Rule 4 waiver of service.** In the event that this Defendant has executed the waiver of service and returned it to the United States, or otherwise has been served with the Complaint, the time within which this Defendant must file an Answer to the Complaint is as set forth in the Federal Rules of Civil Procedure and any applicable local rules of this Court, unless that time is extended by the Court.

Name: Frances B. Stella, Esq.

Title: Member

Company: Brach Eichler LLC

Address: 101 Eisenhower Parkway  
Roseland, New Jersey 07068


Phone: 973-403-3149

email: fstella@bracheichler.com

Signature Page for Consent Decree in *United States v. Alden Leeds, Inc., et al.* (D.N.J.)

**FOR:** Newell Brands Inc. on behalf of itself and its indemnitee  
and former subsidiary Goody Products, Inc.

December 15, 2023  
Dated

  
Name: Raj Dave  
Title: Assistant Secretary  
Address: 6655 Peachtree Dunwoody Rd.  
Atlanta, GA 30328

If the Consent Decree is not approved by the Court within 60 days after the date of lodging, and the United States requests, this named Defendant agrees to accept service of the Complaint by mail, and to execute a waiver of service of a summons under Rule 4 of the Federal Rules of Civil Procedure and any applicable local rules of this Court. **This Defendant hereby designates the agent below to accept service of the Complaint by mail and to execute the Rule 4 waiver of service.** In the event that this Defendant has executed the waiver of service and returned it to the United States, or otherwise has been served with the Complaint, the time within which this Defendant must file an Answer to the Complaint is as set forth in the Federal Rules of Civil Procedure and any applicable local rules of this Court, unless that time is extended by the Court.

Name: Andrew N. Sawula  
Title: Partner  
Company: ArentFox Schiff LLP  
Address: One Westminster Place, Suite 200  
Lake Forest, IL 60045  
Phone: 847-295-4336  
email: andrew.sawula@afslaw.com



Signature Page for Consent Decree in *United States v. Alden Leeds, Inc., et al.* (D.N.J.)

**FOR: Novelis Corporation (f/k/a Alcan  
Aluminum Corporation**

12.14.2023

Dated

Name: Julie Harris

Title: Assistant Secretary

Address: One Phipps Plaza  
3550 Peachtree Road, Suite 1100  
Atlanta, Georgia 30326

If the Consent Decree is not approved by the Court within 60 days after the date of lodging, and the United States requests, this named Defendant agrees to accept service of the Complaint by mail, and to execute a waiver of service of a summons under Rule 4 of the Federal Rules of Civil Procedure and any applicable local rules of this Court. **This Defendant hereby designates the agent below to accept service of the Complaint by mail and to execute the Rule 4 waiver of service.** In the event that this Defendant has executed the waiver of service and returned it to the United States, or otherwise has been served with the Complaint, the time within which this Defendant must file an Answer to the Complaint is as set forth in the Federal Rules of Civil Procedure and any applicable local rules of this Court, unless that time is extended by the Court.

Name: Julie Harris

Title: Assistant Secretary

Company: Novelis Corporation (f/k/a Alcan Aluminum Corporation)

Address: One Phipps Plaza, 3550 Peachtree Road,  
Suite 1100, Atlanta, Georgia 30326

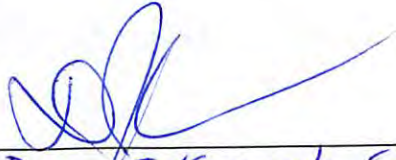
Phone: (404) 760-4000

email: Julie.Harris@novelis.adityabirla.com

Signature Page for Consent Decree in *United States v. Alden Leeds, Inc., et al.* (D.N.J.)

**FOR:**

12/15/2023  
Dated

  
Name: Damay T. Kuvshinov, Esq  
Title: Attorney for The Okonite Company  
Address: 200 Passaic Street  
MacCusack, NJ 07601

If the Consent Decree is not approved by the Court within 60 days after the date of lodging, and the United States requests, this named Defendant agrees to accept service of the Complaint by mail, and to execute a waiver of service of a summons under Rule 4 of the Federal Rules of Civil Procedure and any applicable local rules of this Court. **This Defendant hereby designates the agent below to accept service of the Complaint by mail and to execute the Rule 4 waiver of service.** In the event that this Defendant has executed the waiver of service and returned it to the United States, or otherwise has been served with the Complaint, the time within which this Defendant must file an Answer to the Complaint is as set forth in the Federal Rules of Civil Procedure and any applicable local rules of this Court, unless that time is extended by the Court.


Name: Frank Giuliano, Esq  
Title: General Counsel  
Company: The Okonite Company  
Address: 102 Hilltop Road  
Ramsey, NJ 07446  
Phone: 201-825-0300  
email: f.Giuliano@okonite.com

Signature Page for Consent Decree in *United States v. Alden Leeds, Inc., et al.* (D.N.J.)

**FOR: Otis Elevator Company**

12/12/23

Dated

  
Name: Katherine Bertini  
Title: Vice President - Litigation & Policy  
Address: One Carrier Place  
Farmington, CT 06032

If the Consent Decree is not approved by the Court within 60 days after the date of lodging, and the United States requests, this named Defendant agrees to accept service of the Complaint by mail, and to execute a waiver of service of a summons under Rule 4 of the Federal Rules of Civil Procedure and any applicable local rules of this Court. **This Defendant hereby designates the agent below to accept service of the Complaint by mail and to execute the Rule 4 waiver of service.** In the event that this Defendant has executed the waiver of service and returned it to the United States, or otherwise has been served with the Complaint, the time within which this Defendant must file an Answer to the Complaint is as set forth in the Federal Rules of Civil Procedure and any applicable local rules of this Court, unless that time is extended by the Court.

Name: James Ray, Esq.  
Title: Partner  
Company: Robinson & Cole LLP  
Address: 280 Trumbull St.  
Hartford, CT 06103-3597  
Phone: (860) 275-8257  
email: jray@rc.com

Signature Page for Consent Decree in *United States v. Alden Leeds, Inc., et al.* (D.N.J.)

**FOR: PABST BREWING COMPANY, LLC**

12/14/23  
Dated

Heather L. Demirjian  
Name: Heather L. Demirjian  
Title: Counsel for Pabst Brewing Company, LLC  
Address: Cole Schotz P.C.  
25 Main Street  
Hackensack, NJ 07601

If the Consent Decree is not approved by the Court within 60 days after the date of lodging, and the United States requests, this named Defendant agrees to accept service of the Complaint by mail, and to execute a waiver of service of a summons under Rule 4 of the Federal Rules of Civil Procedure and any applicable local rules of this Court. **This Defendant hereby designates the agent below to accept service of the Complaint by mail and to execute the Rule 4 waiver of service.** In the event that this Defendant has executed the waiver of service and returned it to the United States, or otherwise has been served with the Complaint, the time within which this Defendant must file an Answer to the Complaint is as set forth in the Federal Rules of Civil Procedure and any applicable local rules of this Court, unless that time is extended by the Court.

Name: Heather L. Demirjian  
Title: Counsel for Pabst Brewing Company, LLC  
Company: Cole Schotz P.C.  
Address: 25 Main Street  
Hackensack, NJ 07601  
Phone: (201) 525-6332  
email: hdemirjian@coleschotz.com




Signature Page for Consent Decree in *United States v. Alden Leeds, Inc., et al.* (D.N.J.)

FOR: Palin Enterprises L.L.C.

11/30/2023

Dated

Name:   
Title: Manager  
Address: 235 Park Avenue South  
New York, New York 10003

If the Consent Decree is not approved by the Court within 60 days after the date of lodging, and the United States requests, this named Defendant agrees to accept service of the Complaint by mail, and to execute a waiver of service of a summons under Rule 4 of the Federal Rules of Civil Procedure and any applicable local rules of this Court. **This Defendant hereby designates the agent below to accept service of the Complaint by mail and to execute the Rule 4 waiver of service.** In the event that this Defendant has executed the waiver of service and returned it to the United States, or otherwise has been served with the Complaint, the time within which this Defendant must file an Answer to the Complaint is as set forth in the Federal Rules of Civil Procedure and any applicable local rules of this Court, unless that time is extended by the Court.

Name: Diana L. Buongiorno, Esq.  
Title: Counsel for Palin Enterprises L.L.C.  
Company: Chiesa Shahinian & Giantomasi PC  
Address: 105 Eisenhower Parkway  
Roseland, New Jersey 07068  
Phone: 973-530-2075  
email: dbuongiorno@csglaw.com




Signature Page for Consent Decree in *United States v. Alden Leeds, Inc., et al.* (D.N.J.)

**FOR: PASSAIC PIONEER PROPERTIES CO.**

12/14/2023

12/14/2023

Dated

  
Name: George H. Buermann  
Title: Partner, Goldberg Segalla, LLP  
Address: 1037 Raymond Boulevard, Suite 1010  
Newark, New Jersey, 07102

If the Consent Decree is not approved by the Court within 60 days after the date of lodging, and the United States requests, this named Defendant agrees to accept service of the Complaint by mail, and to execute a waiver of service of a summons under Rule 4 of the Federal Rules of Civil Procedure and any applicable local rules of this Court. **This Defendant hereby designates the agent below to accept service of the Complaint by mail and to execute the Rule 4 waiver of service.** In the event that this Defendant has executed the waiver of service and returned it to the United States, or otherwise has been served with the Complaint, the time within which this Defendant must file an Answer to the Complaint is as set forth in the Federal Rules of Civil Procedure and any applicable local rules of this Court, unless that time is extended by the Court.

Name: George H. Buermann  
Title: Partner  
Company: Goldberg Segalla, LLP  
Address: 1037 Raymond Boulevard, Suite 1010  
Newark, NJ 07102  
Phone: 973.681.7002  
email: gbuermann@goldbergsegalla.com

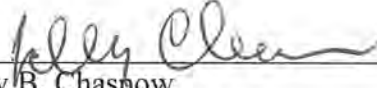
Signature Page for Consent Decree in *United States v. Alden Leeds, Inc., et al.* (D.N.J.)

**FOR:**

December 5, 2023

Dated

Name: Jeffrey B. Chasnow  
Title: Senior Vice President  
Address: Pfizer Inc.



If the Consent Decree is not approved by the Court within 60 days after the date of lodging, and the United States requests, this named Defendant agrees to accept service of the Complaint by mail, and to execute a waiver of service of a summons under Rule 4 of the Federal Rules of Civil Procedure and any applicable local rules of this Court. **This Defendant hereby designates the agent below to accept service of the Complaint by mail and to execute the Rule 4 waiver of service.** In the event that this Defendant has executed the waiver of service and returned it to the United States, or otherwise has been served with the Complaint, the time within which this Defendant must file an Answer to the Complaint is as set forth in the Federal Rules of Civil Procedure and any applicable local rules of this Court, unless that time is extended by the Court.

Name: Ronald J. Schott, Esq.  
Title: Assistant General Counsel  
Company: Pfizer Inc.  
Address: 100 Route 206 North  
Peapack, NJ 10017-5755  
Phone: 908-901-7844  
email: Ronald.Schott@pfizer.com

Signature Page for Consent Decree in *United States v. Alden Leeds, Inc., et al.* (D.N.J.)

**FOR: Pitt-Consol Chemical Company**

12/15/23  
Dated

Name: THOMAS E. STICKLEY  
Title: OFFICER  
Address: 974 CENTRE RD, CRP 735  
WILMINGTON, DE 19805

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Name: Thomas Warnock  
Title: Associate General Counsel  
Company: EIDP, Inc.  
Address: 974 Centre Road Bldg 735  
Wilmington, DE 19805  
Phone: 302-485-3053  
email: thomas.a.warnock@corteva.com



Signature Page for Consent Decree in *United States v. Alden Leeds, Inc., et al.* (D.N.J.)

**FOR: EIDP, Inc. f/k/a E. I. du Pont de Nemours  
and Company**

12/15/23

Dated

Name:

Title:

Address:

Thomas E. Stikley  
THOMAS E. STIKLEY  
REMEDIATION GROUP LEADER  
974 CENTRE RD, CRP 735  
WILMINGTON, DE 19805

If the Consent Decree is not approved by the Court within 60 days after the date of lodging, and the United States requests, this named Defendant agrees to accept service of the Complaint by mail, and to execute a waiver of service of a summons under Rule 4 of the Federal Rules of Civil Procedure and any applicable local rules of this Court. **This Defendant hereby designates the agent below to accept service of the Complaint by mail and to execute the Rule 4 waiver of service.** In the event that this Defendant has executed the waiver of service and returned it to the United States, or otherwise has been served with the Complaint, the time within which this Defendant must file an Answer to the Complaint is as set forth in the Federal Rules of Civil Procedure and any applicable local rules of this Court, unless that time is extended by the Court.

Name: Thomas Warnock  
Title: Associate General Counsel  
Company: EIDP, Inc.  
Address: 974 Centre Road Bldg 735  
Wilmington, DE 19805  
Phone: 302-485-3053  
email: thomas.a.warnock@corteva.com


Signature Page for Consent Decree in *United States v. Alden Leeds, Inc., et al.* (D.N.J.)

**FOR:**

**PPG Industries, Inc.**

12/14/2023

Dated

  
Name: Anne M. Foulkes  
Title: Sr. V.P. & General Counsel  
Address: One PPG Place  
Pittsburgh PA 15272

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Name: Steven F. Faeth  
Title: Asst. Gen. Counsel EHS & Sustainability  
Company: PPG Industries, Inc.  
Address: One PPG Place  
Pittsburgh PA 15272  
Phone: (412) 310-0576  
email: sfaeth@ppg.com



Signature Page for Consent Decree in *United States v. Alden Leeds, Inc., et al.* (D.N.J.)

**FOR: Purdue Pharma Technologies Inc. and  
Nappwood Land Corporation (a  
subsidiary of Purdue Pharma  
Technologies Inc.)**

12/6/23  
Dated

Name: Edward B Mahoney  
Title: Executive Vice President  
Address: 201 Tresser Blvd  
Stamford CT 06901

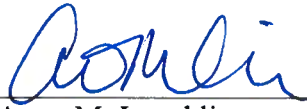
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Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Company: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
email: \_\_\_\_\_

Signature Page for Consent Decree in *United States v. Alden Leeds, Inc., et al.* (D.N.J.)

**FOR: Quality Carriers, Inc., on behalf of itself  
and Quala Systems, Inc.**

Dec 16, 2023  
Dated

  
Name: Anne M. Laughlin  
Title: General Counsel and Corporate Secretary  
Address: 1208 East Kennedy Boulevard, Suite 132,  
Tampa, Florida 33602

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Name: Meaghan A. Colligan  
Title: Associate  
Company: Holland & Knight LLP  
Address: 800 17th Street N.W., Suite 1100  
Washington, District of Columbia 20006  
Phone: (202) 469-5406  
email: Meaghan.Colligan@hklaw.com

Signature Page for Consent Decree in *United States v. Alden Leeds, Inc., et al.* (D.N.J.)

**FOR: Revere Smelting and Refining  
Corporation**

Dec. 12, 2023

Dated

  
Name: Jane C. Luxton  
Title: Partner, Lewis Brisbois Bisgaard & Smith,  
LLP  
Address: 2112 Pennsylvania Ave., N.W., Suite 500,  
Washington, DC 20037


If the Consent Decree is not approved by the Court within 60 days after the date of lodging, and the United States requests, this named Defendant agrees to accept service of the Complaint by mail, and to execute a waiver of service of a summons under Rule 4 of the Federal Rules of Civil Procedure and any applicable local rules of this Court. **This Defendant hereby designates the agent below to accept service of the Complaint by mail and to execute the Rule 4 waiver of service.** In the event that this Defendant has executed the waiver of service and returned it to the United States, or otherwise has been served with the Complaint, the time within which this Defendant must file an Answer to the Complaint is as set forth in the Federal Rules of Civil Procedure and any applicable local rules of this Court, unless that time is extended by the Court.

Name: Jane C. Luxton  
Title: Partner  
Company: Lewis Brisbois Bisgaard & Smith, LLP  
Address: 2112 Pennsylvania Ave., N.W., Suite 500  
Washington, DC 20037  
Phone: 202-558-0659  
email: Jane.luxton@lewisbrisbois.com

Signature Page for Consent Decree in *United States v. Alden Leeds, Inc., et al.* (D.N.J.)

**FOR: Royce Associates, L.P.**

12/15/23  
Dated

  
Name: Albert J. Royce IV  
Title: President, Manopco, Inc., G.P. Royce Associates, L.P.  
Address 35 Carlton Avenue, East Rutherford, NJ  
: 07073

If the Consent Decree is not approved by the Court within 60 days after the date of lodging, and the United States requests, this named Defendant agrees to accept service of the Complaint by mail, and to execute a waiver of service of a summons under Rule 4 of the Federal Rules of Civil Procedure and any applicable local rules of this Court. **This Defendant hereby designates the agent below to accept service of the Complaint by mail and to execute the Rule 4 waiver of service.** In the event that this Defendant has executed the waiver of service and returned it to the United States, or otherwise has been served with the Complaint, the time within which this Defendant must file an Answer to the Complaint is as set forth in the Federal Rules of Civil Procedure and any applicable local rules of this Court, unless that time is extended by the Court.

Name: Albert J Royce IV  
Title: President, Manopco, Inc., G.P. Royce Associates, L.P.  
Company: Manopco, Inc. – Royce Associates, L.P.  
Address: 35 Carlton Avenue  
East Rutherford, NJ 07073  
Phone: 201-438-5200  
email: AJ.ROYCE@ROYCEGLOBAL.COM

Signature Page for Consent Decree in *United States v. Alden Leeds, Inc., et al.* (D.N.J.)

**FOR: RTC PROPERTIES, INC., a New York  
corporation**

12/12/2022 Robert T. Neu  
Dated Name: Robert T. Neu  
Title: President  
Address: 140 Central Avenue, Suite 100  
Kearny, New Jersey 07032-4696

If the Consent Decree is not approved by the Court within 60 days after the date of lodging, and the United States requests, this named Defendant agrees to accept service of the Complaint by mail, and to execute a waiver of service of a summons under Rule 4 of the Federal Rules of Civil Procedure and any applicable local rules of this Court. **This Defendant hereby designates the agent below to accept service of the Complaint by mail and to execute the Rule 4 waiver of service.** In the event that this Defendant has executed the waiver of service and returned it to the United States, or otherwise has been served with the Complaint, the time within which this Defendant must file an Answer to the Complaint is as set forth in the Federal Rules of Civil Procedure and any applicable local rules of this Court, unless that time is extended by the Court.

Name: John S. Stolz, Esq.  
Title: Partner  
Company: Lowenstein Sandler LLP  
Address: One Lowenstein Drive  
Roseland, NJ 07068  
Phone: (973) 597-6228  
email: jstolz@lowenstein.com



Signature Page for Consent Decree in *United States v. Alden Leeds, Inc., et al.* (D.N.J.)

**FOR: S & A REALTY CORP.**

12/11/2023  
Dated



Name: JEFFREY M. POLLOCK  
Title: COUNSEL FOR S & A REALTY CORP.  
Address: FOX ROTHSCHILD  
997 Lenox Drive  
Lawrenceville, NJ 08648

If the Consent Decree is not approved by the Court within 60 days after the date of lodging, and the United States requests, this named Defendant agrees to accept service of the Complaint by mail, and to execute a waiver of service of a summons under Rule 4 of the Federal Rules of Civil Procedure and any applicable local rules of this Court. **This Defendant hereby designates the agent below to accept service of the Complaint by mail and to execute the Rule 4 waiver of service.** In the event that this Defendant has executed the waiver of service and returned it to the United States, or otherwise has been served with the Complaint, the time within which this Defendant must file an Answer to the Complaint is as set forth in the Federal Rules of Civil Procedure and any applicable local rules of this Court, unless that time is extended by the Court.

Name: Jeffrey M. Pollock  
Title: Counsel for S & A Realty  
Company: Fox Rothschild  
Address: 997 Lenox Drive  
Lawrenceville, NJ 08648  
Phone: 609-895-7660  
email: jmpollock@foxrothschild.com

Signature Page for Consent Decree in *United States v. Alden Leeds, Inc., et al.* (D.N.J.)

**FOR: Safety-Kleen Envirosystems Company, by  
McKesson Corporation, and McKesson  
Corporation**

Dec 11, 2023

Dated



Name: Akinjide Falaki  
Title: Senior Vice-President & Treasurer  
Address: McKesson Corporation  
6535 State Hwy. 161, Irving, TX 75039

If the Consent Decree is not approved by the Court within 60 days after the date of lodging, and the United States requests, this named Defendant agrees to accept service of the Complaint by mail, and to execute a waiver of service of a summons under Rule 4 of the Federal Rules of Civil Procedure and any applicable local rules of this Court. **This Defendant hereby designates the agent below to accept service of the Complaint by mail and to execute the Rule 4 waiver of service.** In the event that this Defendant has executed the waiver of service and returned it to the United States, or otherwise has been served with the Complaint, the time within which this Defendant must file an Answer to the Complaint is as set forth in the Federal Rules of Civil Procedure and any applicable local rules of this Court, unless that time is extended by the Court.

Name: Aliyya Haque  
Title: Lead Counsel-Litigation  
Company: McKesson Corporation  
Address: 6535 State Hwy. 161  
Irving, TX 75039  
Phone: 972-589-8085  
email: [aliyya.haque@mckesson.com](mailto:aliyya.haque@mckesson.com)

Signature Page for Consent Decree in *United States v. Alden Leeds, Inc., et al.* (D.N.J.)

**FOR:** Schiffenhaus Packaging Corp.,  
WestRock Company and its subsidiary  
WestRock -Southern Container, LLC

12.

Dated

Name: Nina E. Butler  
Title: Chief Env. Officer & Dep. Gen. Counsel  
Address: 1000 Abernathy Rd.  
Atlanta, GA 30328

If the Consent Decree is not approved by the Court within 60 days after the date of lodging, and the United States requests, this named Defendant agrees to accept service of the Complaint by mail, and to execute a waiver of service of a summons under Rule 4 of the Federal Rules of Civil Procedure and any applicable local rules of this Court. **This Defendant hereby designates the agent below to accept service of the Complaint by mail and to execute the Rule 4 waiver of service.** In the event that this Defendant has executed the waiver of service and returned it to the United States, or otherwise has been served with the Complaint, the time within which this Defendant must file an Answer to the Complaint is as set forth in the Federal Rules of Civil Procedure and any applicable local rules of this Court, unless that time is extended by the Court.

Name: Brian Montag  
Title: Partner  
Company: K&L Gates LLP  
Address: One Newark Center, 10th FL  
Newark, NJ 07102  
Phone: 973-848-4044  
email: Brian.Montag@klgates.com

Signature Page for Consent Decree in *United States v. Alden Leeds, Inc., et al.* (D.N.J.)

**FOR:**

12/11/2023  
Dated



Name: Gary P. Gengel  
Title: Outside Counsel for Chromalloy Corporation  
f/k/a Sequa Corporation  
Address: 1271 Avenue of the Americas  
New York, NY 10020

If the Consent Decree is not approved by the Court within 60 days after the date of lodging, and the United States requests, this named Defendant agrees to accept service of the Complaint by mail, and to execute a waiver of service of a summons under Rule 4 of the Federal Rules of Civil Procedure and any applicable local rules of this Court. **This Defendant hereby designates the agent below to accept service of the Complaint by mail and to execute the Rule 4 waiver of service.** In the event that this Defendant has executed the waiver of service and returned it to the United States, or otherwise has been served with the Complaint, the time within which this Defendant must file an Answer to the Complaint is as set forth in the Federal Rules of Civil Procedure and any applicable local rules of this Court, unless that time is extended by the Court.

Name: Gary P. Gengel  
Title: Outside Counsel for Chromalloy Corporation  
f/k/a Sequa Corporation  
Company: Latham & Watkins LLP  
Address: 1271 Avenue of the Americas  
New York, NY 10020  
Phone: (609) 306-9835  
email: Gary.Gengel@lw.com

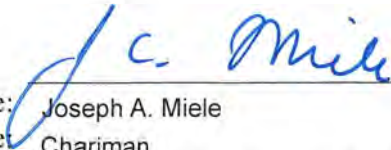


Signature Page for Consent Decree in *United States v. Alden Leeds, Inc., et al.* (D.N.J.)

**FOR:**

11/30/23

Dated

  
Name: Joseph A. Miele  
Title: Chariman  
Address: 75 Jacobus Ave. Kearny, NJ 07032

If the Consent Decree is not approved by the Court within 60 days after the date of lodging, and the United States requests, this named Defendant agrees to accept service of the Complaint by mail, and to execute a waiver of service of a summons under Rule 4 of the Federal Rules of Civil Procedure and any applicable local rules of this Court. **This Defendant hereby designates the agent below to accept service of the Complaint by mail and to execute the Rule 4 waiver of service.** In the event that this Defendant has executed the waiver of service and returned it to the United States, or otherwise has been served with the Complaint, the time within which this Defendant must file an Answer to the Complaint is as set forth in the Federal Rules of Civil Procedure and any applicable local rules of this Court, unless that time is extended by the Court.

Name: Joseph A. Miele  
Title: Chariman  
Company: Spectraserv, Inc.  
Address: 75 Jacobus Ave. Kearny, NJ 07032  
Phone: 973-589-0277  
email: jam@spectraserv.com



Signature Page for Consent Decree in *United States v. Alden Leeds, Inc., et al.* (D.N.J.)

**FOR: Stanley Black & Decker, Inc.**

12/7/23



Dated

Name: Theodore C. Morris

Title: Assistant General Counsel & Assistant  
Secretary

Address: 1000 Stanley Drive  
New Britain, CT 06053

If the Consent Decree is not approved by the Court within 60 days after the date of lodging, and the United States requests, this named Defendant agrees to accept service of the Complaint by mail, and to execute a waiver of service of a summons under Rule 4 of the Federal Rules of Civil Procedure and any applicable local rules of this Court. **This Defendant hereby designates the agent below to accept service of the Complaint by mail and to execute the Rule 4 waiver of service.** In the event that this Defendant has executed the waiver of service and returned it to the United States, or otherwise has been served with the Complaint, the time within which this Defendant must file an Answer to the Complaint is as set forth in the Federal Rules of Civil Procedure and any applicable local rules of this Court, unless that time is extended by the Court.

Name: Andrew L. Kolesar

Title: Counsel for Stanley Black & Decker, Inc.

Company: Thompson Hine LLP

Address: 312 Walnut Street, Suite 2000  
Cincinnati, OH 45202

Phone: 513-352-6545


email: Andrew.kolesar@thompsonhine.com

Signature Page for Consent Decree in *United States v. Alden Leeds, Inc., et al.* (D.N.J.)

FOR: STWB Inc.

5- Dec - 2023

Dated

Name:  Drew M. Reavis

Title: President

Address: 800 N. Lindbergh Blvd,  
St. Louis, MO 63167

If the Consent Decree is not approved by the Court within 60 days after the date of lodging, and the United States requests, this named Defendant agrees to accept service of the Complaint by mail, and to execute a waiver of service of a summons under Rule 4 of the Federal Rules of Civil Procedure and any applicable local rules of this Court. **This Defendant hereby designates the agent below to accept service of the Complaint by mail and to execute the Rule 4 waiver of service.** In the event that this Defendant has executed the waiver of service and returned it to the United States, or otherwise has been served with the Complaint, the time within which this Defendant must file an Answer to the Complaint is as set forth in the Federal Rules of Civil Procedure and any applicable local rules of this Court, unless that time is extended by the Court.

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_


Phone: \_\_\_\_\_

email: \_\_\_\_\_

Signature Page for Consent Decree in *United States v. Alden Leeds, Inc., et al.* (D.N.J.)

**FOR: Sun Chemical Corporation (f/k/a Sun/DIC  
Acquisition Corporation) and DIC  
Americas Inc., as guarantor**

12/12/23  
Dated

  
Name: James R. Van Horn  
Title: Chief Administrative Officer,  
General Counsel and Secretary  
Address: 35 Waterview Boulevard  
Parsippany, NJ 07054

If the Consent Decree is not approved by the Court within 60 days after the date of lodging, and the United States requests, this named Defendant agrees to accept service of the Complaint by mail, and to execute a waiver of service of a summons under Rule 4 of the Federal Rules of Civil Procedure and any applicable local rules of this Court. **This Defendant hereby designates the agent below to accept service of the Complaint by mail and to execute the Rule 4 waiver of service.** In the event that this Defendant has executed the waiver of service and returned it to the United States, or otherwise has been served with the Complaint, the time within which this Defendant must file an Answer to the Complaint is as set forth in the Federal Rules of Civil Procedure and any applicable local rules of this Court, unless that time is extended by the Court.


Name: Martha N. Donovan, Esq.  
Title: Attorney  
Company: Norris McLaughlin, P.A.  
Address: 400 Crossing Blvd., 8<sup>th</sup> Floor  
Bridgewater, NJ 08807  
Phone: 908-252-4240  
email: mndonovan@norris-law.com

Signature Page for Consent Decree in *United States v. Alden Leeds, Inc., et al.* (D.N.J.)

**FOR:** Primary Products Ingredients Americas LLC (f/k/a  
Tate & Lyle Ingredients Americas LLC f/k/a A.E.  
Staley Manufacturing Company)

12/8/2023

Dated

  
Name: John R. Holsinger, Esq.  
Title: Attorney in Fact  
Address: John R. Holsinger LLC  
One University Plaza, Suite 611  
Hackensack, New Jersey 07601

If the Consent Decree is not approved by the Court within 60 days after the date of lodging, and the United States requests, this named Defendant agrees to accept service of the Complaint by mail, and to execute a waiver of service of a summons under Rule 4 of the Federal Rules of Civil Procedure and any applicable local rules of this Court. **This Defendant hereby designates the agent below to accept service of the Complaint by mail and to execute the Rule 4 waiver of service.** In the event that this Defendant has executed the waiver of service and returned it to the United States, or otherwise has been served with the Complaint, the time within which this Defendant must file an Answer to the Complaint is as set forth in the Federal Rules of Civil Procedure and any applicable local rules of this Court, unless that time is extended by the Court.

Name: John R. Holsinger, Esq.  
Title: Attorney in Fact  
Company: Primary Products Ingredients Americas LLC (f/k/a Tate  
& Lyle Ingredients Americas LLC f/k/a A.E. Staley  
Manufacturing Company)  
Address: c/o John R. Holsinger LLC  
One University Plaza, Suite 611  
Hackensack, New Jersey 07601  
Phone: 201-487-9000  
email: johnh@jrholsinger.com




Signature Page for Consent Decree in *United States v. Alden Leeds, Inc., et al.* (D.N.J.)

**FOR:**

12/14/23

Dated

  
Name: David J. Marck, Esq.  
Title: Sr. Director, Legal Counsel, Teva Pharmaceuticals USA, Inc.  
Address: 400 Interpace Parkway  
Parsippany, NJ 07054

If the Consent Decree is not approved by the Court within 60 days after the date of lodging, and the United States requests, this named Defendant agrees to accept service of the Complaint by mail, and to execute a waiver of service of a summons under Rule 4 of the Federal Rules of Civil Procedure and any applicable local rules of this Court. **This Defendant hereby designates the agent below to accept service of the Complaint by mail and to execute the Rule 4 waiver of service.** In the event that this Defendant has executed the waiver of service and returned it to the United States, or otherwise has been served with the Complaint, the time within which this Defendant must file an Answer to the Complaint is as set forth in the Federal Rules of Civil Procedure and any applicable local rules of this Court, unless that time is extended by the Court.

Name: David J. Marck, Esq.  
Title: Sr. Director, Legal Counsel  
Company: Teva Pharmaceuticals USA, Inc.  
Address: 400 Interpace Parkway, Parsippany NJ 07054  
  
Phone: 973-307-6348  
email: david.marck@tevapharm.com



Signature Page for Consent Decree in *United States v. Alden Leeds, Inc., et al.* (D.N.J.)

FOR: Teval Corporation


11.29.23

Dated

Name:

Title:

Address:

  
Lee Henig-Elona  
Atty

If the Consent Decree is not approved by the Court within 60 days after the date of lodging, and the United States requests, this named Defendant agrees to accept service of the Complaint by mail, and to execute a waiver of service of a summons under Rule 4 of the Federal Rules of Civil Procedure and any applicable local rules of this Court. **This Defendant hereby designates the agent below to accept service of the Complaint by mail and to execute the Rule 4 waiver of service.** In the event that this Defendant has executed the waiver of service and returned it to the United States, or otherwise has been served with the Complaint, the time within which this Defendant must file an Answer to the Complaint is as set forth in the Federal Rules of Civil Procedure and any applicable local rules of this Court, unless that time is extended by the Court.


Name: Lee Henig-Elona  
Title: Attorney  
Company: Gordon Rees  
Address: 18 Columbia TPK  
Florham Park NJ 07932  
Phone: 973 549-2520  
email: lhenig-elona@grsm.com

Signature Page for Consent Decree in *United States v. Alden Leeds, Inc., et al.* (D.N.J.)

FOR: **TEXTRON INC**

12/13/23

Dated

  
Name: Lawrence La Sala  
Title: Vice President and Deputy General Counsel  
Address: Textron Inc.  
40 Westminister St. Providence, RI 02903

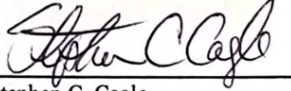
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Name: Jamieson Schiff  
Title: Executive Counsel  
Company: Textron Inc.  
Address: 40 Westminister St.  
Providence, RI 02903  
Phone: 401-457-2422  
email: [jschiff@textron.com](mailto:jschiff@textron.com)

Signature Page for Consent Decree in *United States v. Alden Leeds, Inc., et al.* (D.N.J.)

**FOR: KAO USA INC.**

12/11/23



Dated

Name: Stephen C. Cagle

Title: Vice President, Global Functions

Address: 2535 Spring Grove Ave.  
Cincinnati, OH 45214

If the Consent Decree is not approved by the Court within 60 days after the date of lodging, and the United States requests, this named Defendant agrees to accept service of the Complaint by mail, and to execute a waiver of service of a summons under Rule 4 of the Federal Rules of Civil Procedure and any applicable local rules of this Court. **This Defendant hereby designates the agent below to accept service of the Complaint by mail and to execute the Rule 4 waiver of service.** In the event that this Defendant has executed the waiver of service and returned it to the United States, or otherwise has been served with the Complaint, the time within which this Defendant must file an Answer to the Complaint is as set forth in the Federal Rules of Civil Procedure and any applicable local rules of this Court, unless that time is extended by the Court.

Name: M. Zack Hohl

Title: Outside counsel for Kao USA Inc.

Company: Bricker Graydon LLP

Address: 312 Walnut Street, Suite 1800

Cincinnati, OH 45202

Phone: (513) 629-2760


email: zhohl@brickergraydon.com

Signature Page for Consent Decree in *United States v. Alden Leeds, Inc., et al.* (D.N.J.)

**FOR:** Messer LLC (f/k/a Linde LLC, f/k/a The BOC Group, Inc.)

12/7/2023

Dated

  
Name: Richard F. Ricci  
Title: Counsel to Messer LLC  
Address: Lowenstein Sandler LLP  
One Lowenstein Drive  
Roseland, NJ 07068

If the Consent Decree is not approved by the Court within 60 days after the date of lodging, and the United States requests, this named Defendant agrees to accept service of the Complaint by mail, and to execute a waiver of service of a summons under Rule 4 of the Federal Rules of Civil Procedure and any applicable local rules of this Court. **This Defendant hereby designates the agent below to accept service of the Complaint by mail and to execute the Rule 4 waiver of service.** In the event that this Defendant has executed the waiver of service and returned it to the United States, or otherwise has been served with the Complaint, the time within which this Defendant must file an Answer to the Complaint is as set forth in the Federal Rules of Civil Procedure and any applicable local rules of this Court, unless that time is extended by the Court.

Name: Richard F. Ricci  
Title: Of Counsel  
Company: Lowenstein Sandler LLP  
Address: One Lowenstein Drive  
Roseland, NJ 07068  
Phone: 973-597-2462  
email: rricci@lowenstein.com

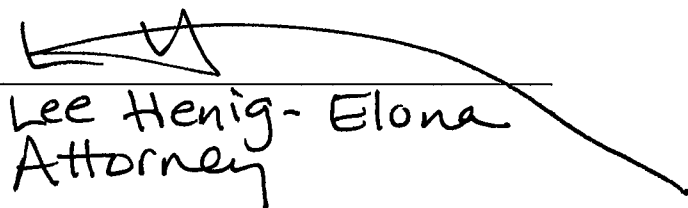
Signature Page for Consent Decree in *United States v. Alden Leeds, Inc., et al.* (D.N.J.)

FOR: Three County Volkswagen

11.29.23

Dated

Name:  
Title:  
Address:

  
Lee Henig-Elona  
Attorney

If the Consent Decree is not approved by the Court within 60 days after the date of lodging, and the United States requests, this named Defendant agrees to accept service of the Complaint by mail, and to execute a waiver of service of a summons under Rule 4 of the Federal Rules of Civil Procedure and any applicable local rules of this Court. **This Defendant hereby designates the agent below to accept service of the Complaint by mail and to execute the Rule 4 waiver of service.** In the event that this Defendant has executed the waiver of service and returned it to the United States, or otherwise has been served with the Complaint, the time within which this Defendant must file an Answer to the Complaint is as set forth in the Federal Rules of Civil Procedure and any applicable local rules of this Court, unless that time is extended by the Court.

Name: Lee Henig-Elona  
Title: Attorney  
Company: Gordon Rees  
Address: 18 Columbus Tpk  
Floham Park NJ 07932  
Phone: 973 549-2520  
email: lhenig-elona@grsm.com



Signature Page for Consent Decree in *United States v. Alden Leeds, Inc., et al.* (D.N.J.)

FOR: Tiffany and Company

12/12/2023  
Dated

Name: Anthony Ledru  
Title: President + CEO  
Address: 200 Fifth Avenue  
New York, NY 10010

If the Consent Decree is not approved by the Court within 60 days after the date of lodging, and the United States requests, this named Defendant agrees to accept service of the Complaint by mail, and to execute a waiver of service of a summons under Rule 4 of the Federal Rules of Civil Procedure and any applicable local rules of this Court. **This Defendant hereby designates the agent below to accept service of the Complaint by mail and to execute the Rule 4 waiver of service.** In the event that this Defendant has executed the waiver of service and returned it to the United States, or otherwise has been served with the Complaint, the time within which this Defendant must file an Answer to the Complaint is as set forth in the Federal Rules of Civil Procedure and any applicable local rules of this Court, unless that time is extended by the Court.

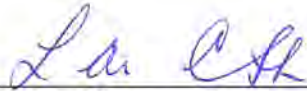
Name: William Hatfield  
Title: Director  
Company: Gibbons P.C.  
Address: One Gateway Center,  
Newark, NJ 07102-5310  
Phone: 973-596-4511  
email: whatfield@gibbonslaw.com

Signature Page for Consent Decree in *United States v. Alden Leeds, Inc., et al.* (D.N.J.)

**FOR:**

December 5, 2023

Dated

  
Name: Laura Chenoweth  
Title: Vice President  
Address: Wyeth LLC

If the Consent Decree is not approved by the Court within 60 days after the date of lodging, and the United States requests, this named Defendant agrees to accept service of the Complaint by mail, and to execute a waiver of service of a summons under Rule 4 of the Federal Rules of Civil Procedure and any applicable local rules of this Court. **This Defendant hereby designates the agent below to accept service of the Complaint by mail and to execute the Rule 4 waiver of service.** In the event that this Defendant has executed the waiver of service and returned it to the United States, or otherwise has been served with the Complaint, the time within which this Defendant must file an Answer to the Complaint is as set forth in the Federal Rules of Civil Procedure and any applicable local rules of this Court, unless that time is extended by the Court.

Name: Ronald J. Schott, Esq.  
Title: Assistant General Counsel  
Company: Pfizer Inc.  
Address: 100 Route 206 North  
Peapack, NJ 10017-5755  
Phone: 908-901-7844  
email: Ronald.Schott@pfizer.com

## **Appendix A**

**Settling Defendants****Lower Passaic River Study Area of the Diamond Alkali Superfund Site (OU2 & OU4)**

	<b>Settling Defendants</b>	<b>Properties/Facilities</b>
1.	TFCF America, Inc. (f/k/a 21 <sup>st</sup> Century Fox America, Inc.)	One Facility:  100 Lister Avenue, Newark, NJ 07105
2.	Alden Leeds, Inc.	Three Facilities:  2145 McCarter Highway, Newark, NJ 07104  100 North Hackensack Avenue, Kearny, NJ 07032  55 Jacobus Avenue, Kearny, NJ 07032
3.	Alliance Chemical, Inc.	One Facility:  339-355 Avenue P., Newark, NJ 07105
4.	Arkema Inc. (f/k/a the Pennwalt Corporation/Atochem North America, Inc./Elf Atochem North America, Inc./ATOFINA Chemicals, Inc.)	One Facility:  25 and 67 Main Street, Belleville, NJ 07109 (3 parcels described as Belleville Block 8, Lot 45; Block 5, Lot 1; Block 3, Lot 1; Newark Block 827, Lot 8)
5.	Ashland Inc. (f/k/a Ashland LLC)	One Facility:  221 Foundry Street, Newark, NJ 07105
6.	Atlantic Richfield Company	One Facility:  86 Doremus Avenue, Newark, NJ 07105
7.	Atlas Refinery, Inc.	One Facility:  142 Lockwood Street, Newark, NJ 07105
8.	BASF Corporation  BASF Catalysts LLC (a wholly owned subsidiary of BASF Corporation)	Two Facilities:  50 Central Avenue, Kearny, NJ 07032  1 West Central Avenue, East Newark, NJ

	<b>Settling Defendants</b>	<b>Properties/Facilities</b>
9.	Benjamin Moore & Co.	One Facility:  134 Lister Avenue, Newark, NJ 07105
10.	Newell Brands Inc. on behalf of itself and Berol Corporation	One Facility:  The facility at the address commonly known as 41 Dickerson Street, Newark, NJ
11.	Canning Gumm, LLC	One Facility:  538 Forest Street, Kearny, NJ 07032
12.	Paramount Global (f/k/a ViacomCBS Inc. f/k/a CBS Corporation)	One Facility:  95 Orange Street, Newark, NJ 07102
13.	CNA Holdings LLC (for Rome and Ferry Streets)          CNA Holdings LLC / Celanese Ltd. (by and through its general partner Celanese International Corporation), and its contractual indemnitor Essex County Improvement Authority (for Doremus Avenue)	Three Facilities:  226 Rome Street, Newark, NJ 07105  290 Ferry Street, Newark, NJ 07105   354 Doremus Avenue, Newark, NJ 07105
14.	Chevron Environmental Management Company for itself and on behalf of Texaco Inc., TRMI-H LLC (formerly known as Getty Refining and Marketing Company, and Getty Oil Company (Eastern Operations) Inc.) and Four Star Oil & Gas Company (f/k/a Getty Oil Company and Tidewater Oil Company)	One Facility:  86 Doremus Avenue, Newark, NJ 07105



	Settling Defendants	Properties/Facilities
15.	Coats & Clark, Inc.	Two Facilities:  900 Passaic Avenue, East Newark, NJ 07029 / 260 Ogden Street, Newark, NJ 07104  735 Broad Street, Bloomfield, NJ 07003
16.	Congoleum Corporation  Now known as 'Old Congoleum' as defined in Section III of this Consent Decree and Liberty Mutual Insurance Company ("Liberty Mutual"), in its capacity as an insurer of Old Congoleum.	One Facility:  195 Belgrove Drive, Kearny, NJ 07032  Property bordered by Bergen Avenue, Marshall Street, Belgrove Drive and the Passaic River in Kearny, New Jersey, more specifically identified as Block 15 (Lots 2.01, 2.02, 7.01, 7.02, 7.03, 8A, 8.01, 8.02, 8.04, 9, 19, 20, 21, 22.01, 22.02, and 23A) and Block 1 (Lots 12, 12.01, 13, 14, and 15) on the tax map of Kearny, New Jersey, f/k/a the Congoleum Corporation Facility and a/k/a 195 Belgrove Drive and 113 Passaic Avenue, Kearny, NJ 07032

	Settling Defendants	Properties/Facilities
17.	<p>Cooper Industries, LLC, as successor-by-merger to Cooper Industries, Inc., which was the successor-by-merger to McGraw-Edison Company (formed by the merger of McGraw Electric Company and Thomas A. Edison, Inc.) as successor to liabilities associated with the Belmont Facility and the Glen Ridge Facility of (1) Thomas A. Edison, Inc., (2) Thomas A. Edison, (3) Edison Storage Battery Company, (4) Storage Battery Division of Thomas A. Edison, Inc., (5) Edison Storage Battery Company (also known as the Chemical Works Division and/or the Active Materials Division), (6) Cooper Industries, Inc.'s former subsidiary, Battery Products, Inc.;</p> <p>Cooper Industries, LLC, as successor to J. Wiss &amp; Sons, Inc. with respect to liabilities associated with the Littleton Facility and the Bank Street Facility of J. Wiss &amp; Sons, Inc./Jacob Wiss and other Wiss family members/Fredken Corp.</p>	<p>Four Facilities:</p> <p>75 Belmont Avenue, Belleville, NJ 07109, consisting of property located in the Silver Lake area of the townships of Bloomfield and Belleville, New Jersey (including both the Primary Battery Facility and the Storage Battery Business, also referred to as the Edison Chemical Works Division and the Active Materials Department)</p> <p><u>2021 Early Cash Out:</u> Sherman Avenue between Bloomfield Avenue and Belleville Avenue, Glen Ridge, NJ</p> <p>33 Littleton Avenue, Newark, NJ 07107</p> <p>7, 13, &amp; 26 Bank Street, Newark, NJ 07102</p>
18.	<p>Covanta Essex Company, f/k/a American Ref-Fuel Company of Essex, a New Jersey general partnership and its former and current partners Covanta Essex LLC (f/k/a ARC Essex LLC and Duke/UAE Essex LLC) and Covanta Essex II, LLC (f/k/a Covanta Essex II, Inc., ARC Essex II, Inc. and Duke/UAE Essex II, Inc.)</p>	<p>One Facility:</p> <p>183 Raymond Blvd., Newark, NJ 07105 / 66 Blanchard St., Newark, NJ</p>
19.	Croda Inc.	<p>One Facility:</p> <p><u>2021 Early Cash Out:</u> 185 Foundry Street, Newark, NJ</p>

	Settling Defendants	Properties/Facilities
20.	Curtiss-Wright Corporation	One Facility:  1 Passaic Avenue, Wood Ridge, NJ 07075
21.	Darling Ingredients Inc.	Two Facilities:  <u>2021 Early Cash Out</u> : 61 Blanchard Street, Newark, NJ and 1215 Harrison Avenue, Kearny, NJ
22.	DII Industries, LLC	One Facility:  401 Worthington Avenue, Harrison, NJ 07029 a/k/a 401 Supor Boulevard, Harrison, NJ 07029
23.	DPC Settling Parties (DiLorenzo Properties Company, a limited partnership, including current and former partners; the Estates of Sol Goldman, Irving Goldman, Alex DiLorenzo, Jr. and Alex DiLorenzo III; and Goldlex Holding Company and GHC in Liquidation, as well as the partnerships between the Estate of Sol Goldman, Irving Goldman and DiLorenzo Properties Company)	One Facility:  <u>2018 Early Cash Out</u> : Property located at Passaic Avenue and Belgrove Drive, Kearny, Hudson County, New Jersey, as more specifically identified as Block 1, Lots 9, 10 and 11 and Block 14, Lots 3 and 4 on the tax map of Kearny, New Jersey, formerly known as the American Modern Metals Site and a/k/a 44 and 65 Passaic Avenue and 25 Belgrove Drive, Kearny, New Jersey
24.	Elan Chemical Co., Inc.	One Facility:  268 Doremus Avenue, Newark, NJ 07105
25.	EM Sergeant Pulp & Chemical Company	One Facility:  <u>2018 Early Cash Out</u> : 120 Lister Avenue, Newark, NJ 07105

	Settling Defendants	Properties/Facilities
26.	EnPro Holdings, Inc. as successor to the liabilities of EnPro Inc. (f/k/a EnPro Industries, Inc.), Coltec Industries Inc., Colt Industries Inc., Crucible Steel Corporation, Crucible, Inc., and Crucible Steel Company of America, and EnPro Inc. (f/k/a EnPro Industries, Inc.) as indemnitor to Crucible Materials Corporation	One Facility:  900-1000 Frank E. Rodgers Boulevard South, Harrison, NJ 07029, including 600 Cape May Street, Harrison, NJ 07029
27.	EPEC Polymers, Inc., on behalf of itself and El Paso Tennessee Pipeline Co.	One Facility:  290 River Drive, Garfield, NJ 07026
28.	Essex Chemical Corporation, including Essex Industrial Chemicals, Inc. as its wholly owned subsidiary.	One Facility:  330-352 Doremus Avenue, Newark, NJ 07105
29.	Everett Smith Group, Ltd., n/k/a Lear Mexican Seating Corporation	One Facility:  20 Bruen Street, Newark, NJ 07105
30.	Fiske Brothers Refining Co.	One Facility:  <u>2018 Early Cash Out</u> : 129 Lockwood Street, Newark, NJ
31.	Flexon Industries Corp.	One Facility:  <u>2021 Early Cash Out</u> : 666 Washington Avenue, Belleville, NJ
32.	Franklin-Burlington Plastics, Inc.	One Facility:  113 Passaic Avenue, Kearny, NJ 07032
33.	Garfield Molding Company, Inc.	One Facility:  10 Midland Avenue, Wallington, NJ 07057

	Settling Defendants	Properties/Facilities
34.	General Electric Company	Two Facilities:  1000 South 2 <sup>nd</sup> Street, Harrison, NJ 07029  The approximately 14 acre former RCA/GE facility in Harrison, New Jersey with addresses including 415 South 5th Street , 400 South 5th Street, 420 South 5th Street, 512 South 7 <sup>th</sup> Street, 501 Bergen Street, 530 Bergen Street, Harrison NJ 07029
35.	Givaudan Fragrances Corporation	One Facility:  125 and 100 Delawanna Avenue, Clifton, NJ 07014 (which are now multiple subdivided parcels)
36.	Goodrich Corporation for itself, Kalama Specialty Chemicals, Inc. and Noveon Kalama Inc. (f/k/a Kalama Chemical, Inc., f/k/a BF Goodrich Kalama, Inc.)	One Facility:  290 River Drive, Garfield, NJ 07026
37.	L3Harris Technologies, Inc., (f/k/a Harris Corporation), successor in interest to Exelis Inc., successor in interest to ITT Corporation with respect to its former facility in Clifton and Nutley, NJ.	One Facility:  100 Kingsland Road (now 77 River Road), Clifton, New Jersey; 500 Washington Avenue, 390 Washington Avenue, 417 River Road, 483 River Road, and 491/493 River Road, and 492 River Road, Nutley, New Jersey
38.	Harrison Supply Company	One Facility:  <u>2018 Early Cashout</u> : 800 Passaic Avenue, East Newark, NJ
39.	The Hartz Consumer Group, Inc. as successor to certain liabilities of The Hartz Mountain Corporation, on its behalf, and on behalf of The Hartz Mountain Corporation	One Facility:  600, 700 South 4 <sup>th</sup> Street, Harrison, NJ 07029
40.	Hexcel Corporation	One Facility:  205 Main Street, Lodi, NJ 07644
41.	Hoffmann-La Roche Inc.	One Facility:  340 Kingsland Road, Nutley, NJ 07110



	Settling Defendants	Properties/Facilities
42.	Honeywell International Inc.	One Facility:  65 Lodi Street/8th Street, Passaic, NJ 07055
43.	ISP Chemicals LLC	One Facility:  11 William Street, Belleville, NJ 07109
44.	Leemilt's Petroleum, Inc. (successor to Power Test of New Jersey, Inc.), on its behalf and on behalf of Power Test Realty Company Limited Partnership and Getty Properties Corp., the General Partner of Power Test Realty Company Limited Partnership	One Facility:  86 Doremus Avenue, Newark, NJ 07105
45.	Legacy Vulcan, LLC	One Facility:  600 Doremus Ave., Newark, NJ 07105 (The property which is the subject of the May 1, 1974 Grant Deed between Vulcan Materials Company and Inland Chemical Corporation which appears in Book 4476, pages 598 – 600, of the Essex County Register's Office, County of Essex, State of New Jersey)
46.	Mallinckrodt LLC (f/k/a Mallinckrodt Inc.)	One Facility:  <u>2018 Early Cash Out</u> : 165-167 Main St., Lodi, NJ
47.	National-Standard, LLC (f/k/a National-Standard Company)	One Facility:  714-716 Clifton Avenue, Clifton, NJ 07013
48.	Neu Holdings U.S. Corporation, a Delaware corporation (f/k/a Eden Wood Corporation, a New Jersey corporation) and Eden Wood Corporation, a Delaware corporation, each as the actual or alleged successor-in-interest to Whippany Paper Board Co., Inc., a New Jersey corporation.	One Facility:  1 Ackerman Avenue (a/k/a One Ackerman Avenue), Clifton, NJ 07011
49.	The Newark Group, Inc., on its behalf and as successor to Newark Boxboard Company	One Facility:  17 Blanchard Street, Newark, NJ 07105

	Settling Defendants	Properties/Facilities
50.	Newark Morning Ledger Co.	One Facility:  1 Star Ledger Plaza, Newark, NJ 07102
51.	Newell Brands Inc. on behalf of itself and its indemnitee and former subsidiary Goody Products, Inc.	One Facility:  969 Newark Turnpike, Kearny, NJ 07032 (also known as 969 Newark-Jersey City Turnpike, Kearny, NJ 07032)
52.	Novelis Corporation (f/k/a Alcan Aluminum Corporation)	One Facility:  <u>2018 Early Cash Out</u> : 1 Jacobus Avenue, Kearny, NJ
53.	The Okonite Company, Inc.	One Facility:  220 Passaic Street, Passaic, NJ 07055 (a/k/a Canal and Jefferson Streets, Passaic, NJ)
54.	Otis Elevator Company	One Facility:  1000 1st Street, Harrison, NJ 07029
55.	Pabst Brewing Company, LLC	One Facility:  400 Grove Street, Newark, NJ 07111
56.	Palin Enterprises L.L.C.	One Facility:  <u>2021 Early Cash Out</u> : Property located at Passaic Avenue and Belgrove Drive, Kearny, Hudson County, New Jersey, as more specifically identified as Block 1, Lots 9, 10 and 11 and Block 14, Lots 3 and 4 on the tax map of Kearny, New Jersey, formerly known as the American Modern Metals Site and a/k/a 44 and 65 Passaic Avenue and 25 Belgrove Drive, Kearny, New Jersey
57.	Passaic Pioneer Properties Co.	One Facility:  35 8th Street, Passaic, NJ 07055
58.	Pfizer Inc.	One Facility:  <u>2018 Early Cash Out</u> : 230 Brighton Road, Clifton, NJ

	Settling Defendants	Properties/Facilities
59.	Pitt-Consol Chemical Company  And EIDP, Inc. (f/k/a E. I. du Pont de Nemours and Company) on its own behalf and on behalf of Pitt-Consol Chemical Company	One Facility: 191 Doremus Avenue, Newark, NJ 07105 consisting of property conveyed by deed dated and recorded August 19, 1955 in Essex County Register of Deeds and Mortgages Book 3342, Pages 367-370 as Tract 1, Tract 2 and Tract 3, and by Street Vacation Ordinance of the City of Newark adopted as of September 18, 1957 and recorded October 8, 1957 in Vacation Book 1 page 539.
60.	PPG Industries, Inc.	One Facility:  29 Riverside Avenue, Newark, NJ 07104 (The approximately 7.6 acre former PPG facility in Newark, New Jersey also subsequently known as the Riverside Industrial Park consisting of the properties designated as Lots 1, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, and 70 in Block 614 on the tax map of the City of Newark, New Jersey.)
61.	Purdue Pharma Technologies, Inc. and Nappwood Land Corporation (a subsidiary of Purdue Pharma Technologies Inc.)	One Facility:  199-201 Main Street, Lodi, NJ 07644
62.	Quality Carriers, Inc. Quala Systems, Inc.	One Facility:  80 Doremus Avenue, Newark, NJ 07105
63.	Revere Smelting and Refining Corporation	One Facility:  387 Avenue P, Newark, NJ 07105
64.	Royce Associates, a Limited Partnership	One Facility:  17 Carlton Avenue, East Rutherford, NJ 07073
65.	RTC Properties, Inc.	One Facility:  <u>2018 Early Cash Out</u> : 100 Central Ave., Kearny, NJ
66.	S&A Realty Corp.	One Facility:  <u>2018 Early Cash Out</u> : 44 Passaic Avenue (a/k/a 25 Belgrove Drive) Kearny, NJ

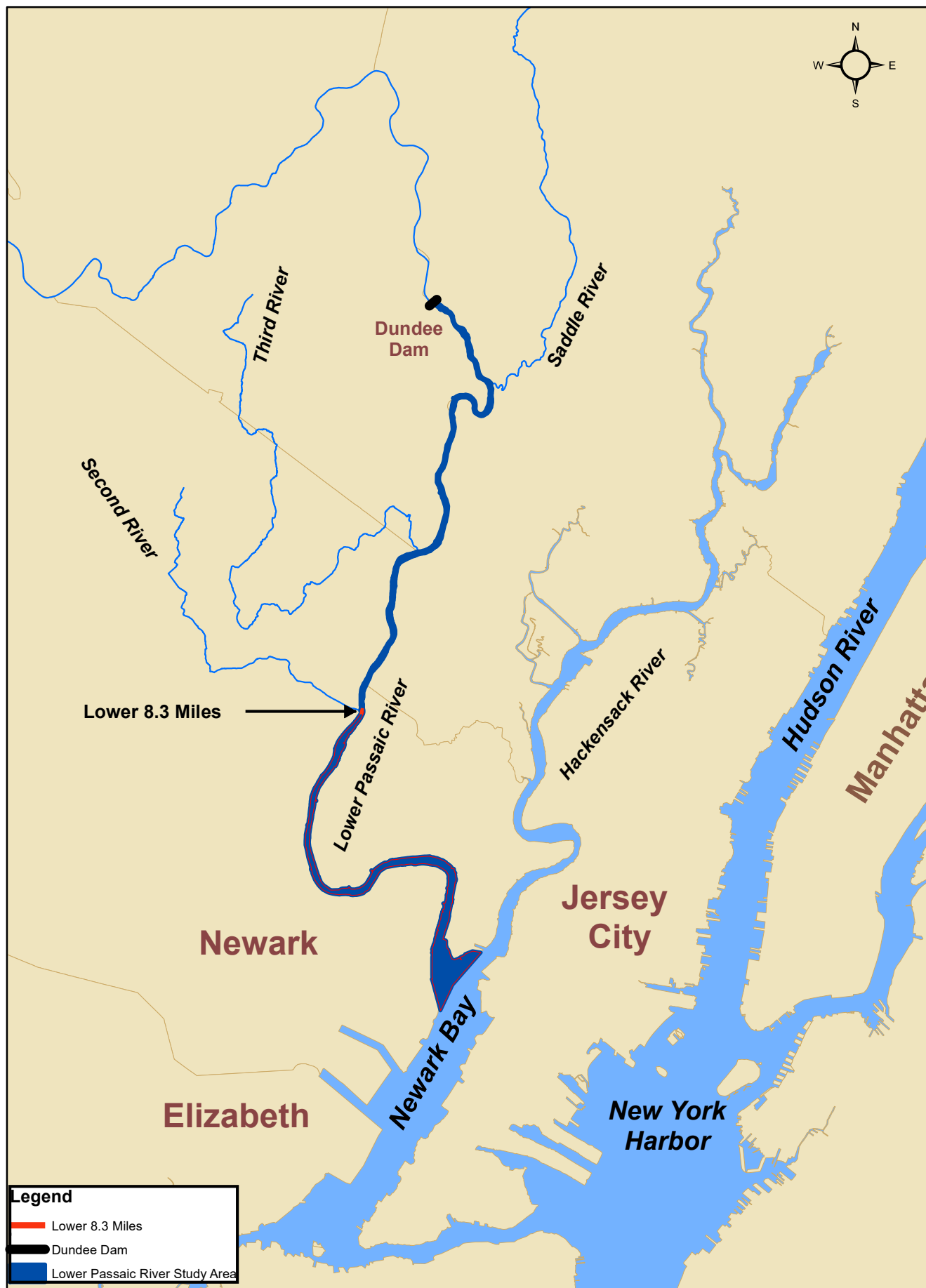
	Settling Defendants	Properties/Facilities
67.	Safety-Kleen Envirosystems Company, by McKesson Corporation, and McKesson Corporation	One Facility:  600 Doremus Ave., Newark, NJ 07105 (The property which is the subject of the May 1, 1974 Grant Deed between Vulcan Materials Company and Inland Chemical Corporation which appears in Book 4476, pages 598 – 600, of the Essex County Register's Office, County of Essex, State of New Jersey)
68.	Schiffenhaus Packaging Corp., WestRock Company and its subsidiary WestRock-Southern Container, LLC	Three Facilities:  2013 McCarter Highway, Newark, NJ  204 Academy Street, Newark, NJ  49 4th Street, Newark, NJ
69.	Chromalloy Corporation (f/k/a Sequa Corporation)	One Facility:  185 Foundry Street, Newark, NJ 07105
70.	Spectraserv, Inc.	One Facility:  75 Jacobus Avenue, Kearny, NJ 07032
71.	Stanley Black & Decker, Inc. (f/k/a The Stanley Works)	One Facility:  139 and 140 Chapel St., Newark, NJ 07105
72.	STWB Inc.	Two Facilities:  192 and 194 Bloomfield Avenue, Bloomfield, NJ 07003  104-112 (aka 120) Lister Avenue, Newark, NJ 07105
73.	Sun Chemical Corporation (f/k/a Sun/DIC Acquisition Corporation), and DIC Americas Inc. as guarantor	One Facility:  185 Foundry Street, Newark, NJ 07105
74.	Primary Products Ingredients Americas LLC (f/k/a Tate & Lyle Ingredients Americas LLC f/k/a A.E. Staley Manufacturing Company)	Two Facilities:  100 3rd Avenue, Kearny, NJ  320 Schuyler Avenue, Kearny, NJ 07032

	Settling Defendants	Properties/Facilities
75.	Teva Pharmaceuticals USA, Inc.	One Facility:  <u>2018 Early Cash Out</u> : 12 Industrial Park and 140 Hopper Avenue, Waldwick, NJ
76.	Teval Corporation (f/k/a Charles F. Guyon General Piping Company)	One Facility:  900 -1000 Frank E. Rodgers Boulevard South, Harrison, NJ 07029
77.	Textron, Inc.	Two Facilities:  681 Main Street, Belleville, NJ 07109  <u>2021 Early Cash Out</u> : 400 Doremus Ave.
78.	KAO USA Inc. (f/k/a The Andrew Jergens Co.)	One Facility:  <u>2018 Early Cash Out</u> : Approximately 23.3739 acres of land located on what was formerly known as Block 685, Lot 1 and Block 695, Lot 23 of the Town of Belleville's Tax Map, and now known as 11 Franklin Avenue, Belleville, NJ
79.	Messer LLC (f/k/a Linde LLC, f/k/a The BOC Group, Inc.)	One Facility:  <u>2018 Early Cash Out</u> : 681 Main Street, Belleville, NJ 07109
80.	Three County Volkswagen	One Facility:  <u>2018 Early Cash Out</u> : 701 Riverside Ave., Lyndhurst, NJ
81.	Tiffany and Company	One Facility:  820 Highland Avenue, Newark, NJ 07104
82.	Wyeth (now known as Wyeth LLC) on behalf of itself and (1) its subsidiary American Cyanamid Company (now known as Wyeth Holdings LLC), and (2) Shulton Inc.	One Facility:  <u>2018 Early Cash Out</u> : 697 Route 46, Clifton, NJ (address also shown as 699 Route 46, Clifton, NJ or Route 46 East Colfax Avenue, Clifton, NJ or 360 Colfax Avenue, Clifton, NJ)



## **Appendix B**

# Lower Passaic River



## **Appendix C**

**Potentially Responsible Parties Identified by the United States As Eligible to Participate In This Consent Decree But That Are Not Settling Defendants**

	<b>Party</b>
1.	Automatic Electro Plating Corp.
2.	Belleville Industrial Center
3.	Campbell Foundry Company
4.	Drum Service of Newark
5.	Foundry Street Corporation
6.	PMC, Inc.
7.	Roman Asphalt Corporation
8.	Seton Company, Inc. (Seton Tanning)

## **Appendix D**



**Settling Defendants Notice Contact Information****Lower Passaic River Study Area of the Diamond Alkali Superfund Site (OU2 & OU4)**

	<b>Settling Defendants</b>	<b>Contact Information</b>
1.	TFCF America, Inc. (f/k/a 21 <sup>st</sup> Century Fox America, Inc.)	Jose R. Allen Skadden, Arps, Slate, Meagher & Flom LLP 525 University Avenue Palo Alto, CA 94301 Tel (650) 470-4520 Fax (212) 735-2000 Mobile (415) 264-2911 Jose.Allen@skadden.com
2.	Alden Leeds, Inc.	Candee Wilde McCarter & English, LLP 1600 Market Street, Suite 3900 Philadelphia, PA 19103 Tel (215) 979-3814 cwilde@mccarter.com
3.	Alliance Chemical, Inc.	Lee Henig-Elona Gordon Rees 18 Columbia Turnpike, Ste. 220 Florham Park, NJ 07932 Tel (908) 377-9165 Fax (908) 607-1827 Lhenig-elona@grsm.com
4.	Arkema Inc. (f/k/a the Pennwalt Corporation/Atochem North America, Inc./Elf Atochem North America, Inc./ATOFINA Chemicals, Inc.)	David Haworth Ballard Spahr LLP 700 East Gate Drive, Suite 330 Mount Laurel, NJ 08054-0015 Tel (856) 873-5525 Fax (856) 873-9081 haworthd@ballardspahr.com
5.	Ashland Inc. (f/k/a Ashland LLC)	William Hatfield Gibbons P.C. One Gateway Center Newark, NJ 07102-5310 Tel (973) 596-4511 Fax (973) 639-8320 whatfield@gibbonslaw.com
6.	Atlantic Richfield Company	David Haworth Ballard Spahr LLP 700 East Gate Drive, Suite 330 Mount Laurel, NJ 08054-0015 Tel (856) 873-5525 Fax (856) 873-9081 haworthd@ballardspahr.com

	Settling Defendants	Contact Information
7.	Atlas Refinery, Inc.	Michael R. McAndrew, Esq. Laddey, Clark & Ryan, LLP 60 Blue Heron Rd, Suite 300 Sparta, NJ 07871 Tel: (973) 729-1880 Fax: (973) 729-1224 MMcAndrew@lcrclaw.com
8.	BASF Corporation  BASF Catalysts LLC (a wholly owned subsidiary of BASF Corporation)	David Schneider Bressler, Amery & Ross, P.C. 325 Columbia Turnpike, Suite 301 Florham Park, NJ 07932 Tel (973) 514-1200 Fax (973) 514-1660 dschneider@bressler.com
9.	Benjamin Moore & Co.	Eric S. Aronson Crowell & Moring LLP 590 Madison Avenue, 20th Floor New York, NY 10022 Tel (212) 590-5428 Fax (212) 223-4134/806-6006 earonson@crowell.com
10.	Newell Brands Inc. on behalf of itself and Berol Corporation	Andrew N. Sawula ArentFox Schiff LLP One Westminster Place, Suite 200 Lake Forest, IL 60045 Tel (847) 295-4336 andrew.sawula@afslaw.com
11.	Canning Gumm, LLC	Heather Demirjian Cole Schotz, P.C. Court Plaza North 25 Main Street Hackensack, NJ 07601 Tel (201) 525-6332 Fax (201) 489-1536 hdemirjian@coleschotz.com
12.	Paramount Global (f/k/a ViacomCBS Inc. f/k/a CBS Corporation)	Lindsay Howard Babst Calland Two Gateway Center, 6th Floor Pittsburgh, PA 15222 Tel (412) 394-5444 Fax (412) 586-1033 lhoward@babstcalland.com  Alana E. Fortna, Esq. Paramount Global Law Department 420 Ft. Duquesne Blvd., Suite 100 Pittsburgh, PA 15222 Tel (412) 642-3580 alana.fortna@viacomcbs.com

	Settling Defendants	Contact Information
13.	<p>CNA Holdings LLC (for Rome and Ferry Streets)</p> <p>CNA Holdings LLC / Celanese Ltd. (by and through its general partner Celanese International Corporation), and its contractual indemnitor Essex County Improvement Authority (for Doremus Avenue)</p>	<p>Duke K. McCall, III Morgan, Lewis &amp; Bockius LLP 1111 Pennsylvania Avenue, NW   Washington, DC 20004-2541 Tel (202) 373-6607 Fax: (202) 739-3001 duke.mccall@morganlewis.com</p> <p>Jim O'Toole Buchanan Ingersoll &amp; Rooney PC 50 S. 16th Street, Suite 3200 Philadelphia, PA 19102-2555 Tel (215) 665-3857 Fax (215) 665-8760 james.otoole@bipc.com</p>
14.	Chevron Environmental Management Company for itself and on behalf of Texaco Inc., TRMI-H LLC (formerly known as Getty Refining and Marketing Company, and Getty Oil Company (Eastern Operations) Inc.) and Four Star Oil & Gas Company (f/k/a Getty Oil Company and Tidewater Oil Company)	<p>Nick Longo Risk Management Specialist Chevron Environmental Management and Real Estate Company Houston, TX Tel (832) 854-5711 Cell (303) 726-5240 nick.longo@chevron.com</p>
15.	Coats & Clark, Inc.	<p>Jeffrey Gracer Sive, Paget &amp; Riesel, P.C. 560 Lexington Avenue, 15th Fl. New York, NY 10022 Tel (646) 378-7280 Fax (212) 421-1891 jgracer@sprlaw.com</p>
16.	<p>Congoleum Corporation</p> <p>Now known as 'Old Congoleum' as defined in Section III of this Consent Decree and Liberty Mutual Insurance Company ("Liberty Mutual"), in its capacity as an insurer of Old Congoleum.</p>	<p>Scott A. Hall Dughi, Hewit &amp; Domalewski, P.C. 340 North Avenue Cranford, NJ 07016 Tel (908) 272-0200 Fax (908) 272-0909 shall@dughihewit.com</p> <p>Jeffrey D. Prol Mary E. Seymour Lowenstein Sandler LLP One Lowenstein Drive Roseland, New Jersey 07068 Tel (973) 597 2500 Fax (973) 597 2400 jprol@lowenstein.com mseymour@lowenstein.com</p>

	Settling Defendants	Contact Information
17.	<p>Cooper Industries, LLC, as successor-by-merger to Cooper Industries, Inc., which was the successor-by-merger to McGraw-Edison Company (formed by the merger of McGraw Electric Company and Thomas A. Edison, Inc.) as successor to liabilities associated with the Belmont Facility and the Glen Ridge Facility of (1) Thomas A. Edison, Inc., (2) Thomas A. Edison, (3) Edison Storage Battery Company, (4) Storage Battery Division of Thomas A. Edison, Inc., (5) Edison Storage Battery Company (also known as the Chemical Works Division and/or the Active Materials Division), (6) Cooper Industries, Inc.'s former subsidiary, Battery Products, Inc.;</p> <p>Cooper Industries, LLC, as successor to J. Wiss &amp; Sons, Inc. with respect to liabilities associated with the Littleton Facility and the Bank Street Facility of J. Wiss &amp; Sons, Inc./Jacob Wiss and other Wiss family members/Fredken Corp.</p>	<p>Lisa D. Sutton Vice President/Chief Counsel – Regulatory &amp; Sustainability Eaton – Law Department; Mail Code 4N 1000 Eaton Boulevard Cleveland, OH 44122 Tel (440) 523-4358 Mobile (216) 375-5921 LisaDSutton@eaton.com</p>
18.	<p>Covanta Essex Company, f/k/a American Ref-Fuel Company of Essex, a New Jersey general partnership and its former and current partners Covanta Essex LLC (f/k/a ARC Essex LLC and Duke/UAE Essex LLC) and Covanta Essex II, LLC (f/k/a Covanta Essex II, Inc., ARC Essex II, Inc. and Duke/UAE Essex II, Inc.)</p>	<p>Barbara Kelly Wilson Elser Moskowitz Edelman &amp; Dicker LLP 200 Campus Drive Florham Park, NJ 07932 Tel (973) 735-5765 Fax (973) 624-0808 barbara.kelly@wilsonelser.com</p>
19.	<p>Croda Inc.</p>	<p>Athena Dalton Michelle Schmit Quinn Emanuel Urquhart &amp; Sullivan, LLP 191 N. Wacker Drive, Suite 2700 Chicago, IL 60606 Tel (312) 705-7400 Fax (312) 705-7401 athenadalton@quinnemanuel.com michelleschmit@quinnemanuel.com</p>

	Settling Defendants	Contact Information
20.	Curtiss-Wright Corporation	Diana L. Buongiorno Chiesa Shahinian & Giantomasi PC 105 Eisenhower Parkway Roseland, NJ 07068 Tel (973) 530-2075 Fax (973) 530-2275 dbuongiorno@csglaw.com
21.	Darling Ingredients Inc.	Douglas G. Haynam Shumaker 1000 Jackson Street Toledo, Ohio 43604-5573 Tel (419) 321-1354 Fax (419) 367-3512 dhaynam@shumaker.com
22.	DII Industries, LLC	Martha S. Thomsen Baker Botts 700 K Street, N.W. Washington, D.C. 20001-5692 Tel (202) 639-7863 Fax (202) 508-9329 martha.thomsen@bakerbotts.com
23.	DPC Settling Parties (DiLorenzo Properties Company, a limited partnership, including current and former partners; the Estates of Sol Goldman, Irving Goldman, Alex DiLorenzo, Jr. and Alex DiLorenzo III; and Goldlex Holding Company and GHC in Liquidation, as well as the partnerships between the Estate of Sol Goldman, Irving Goldman and DiLorenzo Properties Company)	Richard Ericsson Cole Schotz, P.C. Court Plaza North 25 Main Street Hackensack, NJ 07601 Tel (201) 525-6346 Fax (201) 678-6346 rericsson@coleschotz.com
24.	Elan Chemical Co., Inc.	Saiber LLC Geri L. Albin Randi Schilliger 18 Columbia Turnpike Suite 200 Florham Park, NJ 07932 Tel (973) 845-7719 Tel (973) 622-3455 Fax (973) 622-3349 galbin@saiber.com
25.	EM Sergeant Pulp & Chemical Company	Mark L. Freed, Esq. Curtin & Heefner LLP 2005 S. Easton Road, Suite 100 Doylestown, PA 18901 Tel (267) 898-0570 mlf@curtinheefner.com



	Settling Defendants	Contact Information
26.	EnPro Holdings, Inc. as successor to the liabilities of EnPro Inc. (f/k/a/ EnPro Industries, Inc.), Coltec Industries Inc., Colt Industries Inc., Crucible Steel Corporation, Crucible, Inc., and Crucible Steel Company of America, and EnPro Inc. (f/k/a EnPro Industries, Inc.) as indemnitor to Crucible Materials Corporation	Jerry Ronecker Husch Blackwell LLP 190 Carondelet Plaza, Suite 600 St. Louis, MO 63105 Tel (314) 480-1831 Fax (314) 480-1505 jerry.ronecker@huschblackwell.com
27.	EPEC Polymers, Inc., on behalf of itself and El Paso Tennessee Pipeline Co.	Andrea Lipuma Saul Ewing Arnstein & Lehr LLP 650 College Road East, Suite 4000 Princeton, NJ 08540-6603 Tel (609) 452-5032 Fax (609) 452-3122 Andrea.Lipuma@saul.com
28.	Essex Chemical Corporation, including Essex Industrial Chemicals, Inc. as its wholly owned subsidiary.	Kenneth Mack Fox Rothschild LLP Princeton Pike Corporate Center 997 Lenox Drive Lawrenceville, NJ 08648-2311 Tel (609) 895-6631 Fax (609) 896-1469 KMack@foxrothschild.com
29.	Everett Smith Group, Ltd., n/k/a Lear Mexican Seating Corporation	Linda E. Benfield, Esq. Foley & Lardner LLP 777 E. Wisconsin Ave. Milwaukee, WI 53202 Tel (414) 297-5825 Fax (414) 297-4900 lbenfield@foley.com
30.	Fiske Brothers Refining Co.	Joseph M. Campisano, Esq. Sedita, Campisano & Campisano, LLC 55 Lane Road, Suite 170 Fairfield, New Jersey 07004 Tel (973) 787-0299 Fax (973) 787-0301 jcampisano@sccllegal.com
31.	Flexon Industries Corp.	Thomas Spiesman Porzio Bromberg & Newman, P.C. 100 Southgate Parkway Morristown, NJ 07962 Tel (973) 889-4208 Fax (973) 538-5146 tspiesman@pbnlaw.com

	Settling Defendants	Contact Information
32.	Franklin-Burlington Plastics, Inc.	Norman W. Spindel Lowenstein Sandler LLP One Lowenstein Drive Roseland, NJ 07068 Tel (973) 597-2514 Fax (973) 597-2515 nspindel@lowenstein.com
33.	Garfield Molding Company, Inc.	Patrick McStravick Ricci Tyrrell Johnson & Grey 1515 Market Street, Suite 1800 Philadelphia, PA 19102 Tel (215) 320-2087 Fax (215) 320-3261 pmcstravick@rtjglaw.com
34.	General Electric Company	Gary Gengel Latham & Watkins 1271 Avenue of the Americas New York, NY 10020 Tel (212) 906-4690 gary.gengel@lw.com
35.	Givaudan Fragrances Corporation	William Hatfield Gibbons P.C. One Gateway Center Newark, NJ 07102-5310 Tel (973) 596-4511 Fax (973) 639-8320 whatfield@gibbonslaw.com
36.	Goodrich Corporation for itself, Kalama Specialty Chemicals, Inc. and Noveon Kalama Inc. (f/k/a Kalama Chemical, Inc., f/k/a BF Goodrich Kalama, Inc.)	Earl W. Phillips, Jr. Robinson & Cole LLP 280 Trumbull Street Hartford, CT 06103 Tel (860) 275-8220 Fax (860) 275-8299 ephillips@rc.com
37.	L3Harris Technologies, Inc., (f/k/a Harris Corporation), successor in interest to Exelis Inc., successor in interest to ITT Corporation with respect to its former facility in Clifton and Nutley, NJ.	Susanne Peticolas Gibbons P.C. One Gateway Center Newark, NJ 07102-5310 Tel (973) 596-4751 Fax (973) 639-6340 speticolas@gibbonslaw.com
38.	Harrison Supply Company	Steven A. Weiner O'Toole Scrivo, LLC 14 Village Park Road Cedar Grove, NJ 07009 Tel (973) 559-9847 sweiner@oslaw.com

	Settling Defendants	Contact Information
39.	The Hartz Consumer Group, Inc. as successor to certain liabilities of The Hartz Mountain Corporation, on its behalf, and on behalf of The Hartz Mountain Corporation	Curtis Michael Rubino & Patton LLP 500 Plaza Dr. PO Box 2038 Secaucus, NJ 07094 Tel (201) 863-7988 Fax (201-348-9144 Curt.michael@hrplaw.com
40.	Hexcel Corporation	Martha S. Thomsen Baker Botts LLP 700 K Street, N.W. Washington, D.C. 20001-5692 Tel (202) 639-7863 Fax (202) 508-9329 martha.thomsen@bakerbotts.com
41.	Hoffmann-La Roche Inc.	Camille Otero Gibbons P.C. One Gateway Center Newark, NJ 07102-5310 Tel (973) 596-4511 Fax (973) 639-8320 COtero@gibbonslaw.com
42.	Honeywell International Inc.	Jeremy Karparkin Arnold & Porter Kaye Scholer LLP 601 Massachusetts Ave, NW Washington, DC 20001-3743 Tel (202) 942-5564 Fax (202) 942-5999 jeremy.karparkin@apks.com
43.	ISP Chemicals LLC	William Hatfield Gibbons P.C. One Gateway Center Newark, NJ 07102-5310 Tel (973) 596-4511 Fax (973) 639-8320 whatfield@gibbonslaw.com
44.	Leemilt's Petroleum, Inc. (successor to Power Test of New Jersey, Inc.), on its behalf and on behalf of Power Test Realty Company Limited Partnership and Getty Properties Corp., the General Partner of Power Test Realty Company Limited Partnership	Nicole Moshang Manko Gold Katcher Fox LLP Three Bala Plaza East, Suite 700 Bala Cynwyd, PA 19004 Tel (484) 430-2324 Fax (484) 430-5711 nmoshang@mankogold.com
45.	Legacy Vulcan, LLC	Eddie Lewis Norton Rose Fulbright US LLP 1301 McKinney, Suite 5100 Houston, TX 77010-3095 Tel (713) 651-3760 eddie.lewis@nortonrosefulbright.com

	Settling Defendants	Contact Information
46.	Mallinckrodt LLC (f/k/a Mallinckrodt Inc.)	Steven Poplawski Bryan Cave Leighton Paisner One Metropolitan Square 211 North Broadway, Suite 3600 St. Louis, MO 63102 Tel (314) 259-2610 Fax (314) 259-2020 sjpoplawski@bclplaw.com
47.	National-Standard, LLC (f/k/a National-Standard Company)	Barbara Kelly Wilson Elser Moskowitz Edelman & Dicker LLP 200 Campus Drive Florham Park, NJ 07932 Tel (973) 735-5765 Fax (973) 624-0808 barbara.kelly@wilsonelser.com
48.	Neu Holdings U.S. Corporation, a Delaware corporation (f/k/a Eden Wood Corporation, a New Jersey corporation) and Eden Wood Corporation, a Delaware corporation, each as the actual or alleged successor-in-interest to Whippany Paper Board Co., Inc., a New Jersey corporation.	Ryan Russell Kemper Crystal M. Kennedy Thompson Coburn LLP One US Bank Plaza St. Louis, MO 63101 Tel (314) 552-6321 Fax (314) 552-7000 rkemper@thompsoncoburn.com
49.	The Newark Group, Inc., on its behalf and as successor to Newark Boxboard Company	David Meezan Kazmarek Mowrey Cloud Laseter LLP 1230 Peachtree Street, N.E Suite 900 Atlanta, GA 30309 Tel (404) 969-0733 Fax (404) 812-0845 dmeezan@kmcllaw.com
50.	Newark Morning Ledger Co.	Frances B. Stella, Esq. Brach Eichler LLC 101 Eisenhower Parkway Roseland, New Jersey 07068 Tel (973) 228-5700 fstella@bracheichler.com
51.	Newell Brands Inc. on behalf of itself and its indemnitee and former subsidiary Goody Products, Inc.	Andrew N. Sawula ArentFox Schiff LLP One Westminster Place, Suite 200 Lake Forest, IL 60045 Tel (847) 295-4336 andrew.sawula@afslaw.com

	Settling Defendants	Contact Information
52.	Novelis Corporation (f/k/a Alcan Aluminum Corporation)	Michael Clements Novelis Corporation 3550 Peachtree Road, Suite 1100 Atlanta, GA 30326 Tel (770) 238-2355 michael.clements@novelis.adityabirla.com
53.	The Okonite Company, Inc.	Ted McCullough McCullough Ginsberg & Partners LLP PO Box 720469 Jackson Heights, NY 11372 Tel (646) 435-0300 Fax (646) 349-2217 tmccullough@mgpllp.com
54.	Otis Elevator Company	Earl W. Phillips, Jr. Robinson & Cole LLP 280 Trumbull Street Hartford, CT 06103 Tel (860) 275-8220 Fax (860) 275-8299 ephillips@rc.com
55.	Pabst Brewing Company, LLC	Heather Demirjian Cole Schotz, P.C. Court Plaza North 25 Main Street Hackensack, NJ 07601 Tel (201) 525-6332 Fax (201) 489-1536 hdemirjian@coleschotz.com
56.	Palin Enterprises L.L.C.	Diana L Buongiorno Chiesa Shahinian & Giantomasi PC 105 Eisenhower Parkway Roseland, NJ 07068 Tel (973) 530-2075 Fax (973) 530-2275 dbuongiorno@csglaw.com
57.	Passaic Pioneer Properties Co.	George H. Buermann, Esq. Goldberg Segalla, LLP 1037 Raymond Boulevard, Suite 1010 Newark, NJ 07102 5423 Tel (973) 681-7002 gbuermann@goldbergsegalla.com
58.	Pfizer Inc.	Ronald J. Schott, Esq. Assistant General Counsel Pfizer Inc. 100 Route 206 North Peapeck, NJ 07977 Tel (908) 901-7844 Fax (845) 474-4201 ronald.schott@pfizer.com



	Settling Defendants	Contact Information
59.	Pitt-Consol Chemical Company  And EIDP, Inc. (f/k/a E. I. du Pont de Nemours and Company) on its own behalf and on behalf of Pitt-Consol Chemical Company	David Haworth Ballard Spahr LLP 700 East Gate Drive, Suite 330 Mount Laurel, NJ 08054-0015 Tel (856) 873-5525 Fax (856) 873-9081 haworthd@ballardspahr.com
60.	PPG Industries, Inc.	Gary Gengel Latham & Watkins 1271 Avenue of the Americas New York, NY 10020 Tel (212) 906-4690 gary.gengel@lw.com
61.	Purdue Pharma Technologies, Inc. and Nappwood Land Corporation (a subsidiary of Purdue Pharma Technologies Inc.)	Norman W. Spindel Lowenstein Sandler LLP One Lowenstein Drive Roseland, NJ 07068 Tel (973) 597-2514 Fax (973) 597-2515 nspindel@lowenstein.com
62.	Quality Carriers, Inc. Quala Systems, Inc.	Meaghan Colligan Holland & Knight 800 17th Street N.W. Suite 1100 Washington, DC 20006 Tel (202) 469-5406 Fax (202) 955-5564 meaghan.colligan@hklaw.com
63.	Revere Smelting and Refining Corporation	Jane C. Luxton Lewis Brisbois 2112 Pennsylvania Avenue NW Suite 500 Washington, D.C. 20037 Tel (202) 558-0659 Fax (202) 558-0654 Jane.luxton@lewisbrisbois.com
64.	Royce Associates, a Limited Partnership	Jacob S. Grouser Hoagland, Longo, Moran, Dunst & Doukas, LLP 40 Paterson Street New Brunswick, NJ 08903 Tel (732) 545-4717 Fax (732) 545-4579 jgrouser@hoaglandlongo.com

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65.	RTC Properties, Inc.	Anne Lynch Van Ness Feldman LLP 1050 Thomas Jefferson St. NW Seventh Floor Washington, DC 20007 Tel (202) 298-1926 Fax (202) 338-2416 alynch@vnf.com
66.	S&A Realty Corp.	Jeffrey M. Pollock Fox Rothschild LLP 997 Lenox Drive Lawrenceville, NJ 08648-2311 Tel (609) 896-7660 Fax (609) 896-1469 jmpollock@foxrothschild.com
67.	Safety-Kleen Envirosystems Company, by McKesson Corporation, and McKesson Corporation	John Edgcomb Edgcomb Law Group LLP 601 Montgomery Street, Suite 1200 San Francisco, CA 94111 Tel (415) 399-1555 jedgcomb@edgcomb-law.com  Aliyya Haque, Lead Counsel General Counsel Organization McKesson Corporation 6555 N. State Highway 161 Irving, TX 75039 Tel (972) 830-3697 aliyya.haque@McKesson.com
68.	Schiffenhaus Packaging Corp., WestRock Company and its subsidiary WestRock-Southern Container, LLC	Nina E. Butler VP, Chief Environmental Officer and Deputy General Counsel WestRock 1000 Abernathy Road NE Atlanta, GA 30328 Tel (770) 326-8130 nina.butler@westrock.com
69.	Chromalloy Corporation (f/k/a Sequa Corporation)	Gary Gengel Latham & Watkins 1271 Avenue of the Americas New York, NY 10020 Tel (212) 906-4690 gary.gengel@lw.com
70.	Spectraserv, Inc.	Diana L Buongiorno Chiesa Shahinian & Giantomasi PC 105 Eisenhower Parkway Roseland, NJ 07068 Tel (973) 530-2075 Fax (973) 530-2275 dbuongiorno@csglaw.com

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71.	Stanley Black & Decker, Inc. (f/k/a The Stanley Works)	Andrew L. Kolesar Thompson Hine LLP 312 Walnut Street, Suite 2000 Cincinnati, OH 45202-4024 Tel (513) 352-6545 Fax (513) 241-4771 Andrew.Kolesar@ThompsonHine.com
72.	STWB Inc.	Heidi S. Minuskin, Esq. Schenck, Price, Smith and King 220 Park Avenue Florham Park, NJ 07932 Tel (973) 798-4946 Fax (973) 540-7300 HSM@spsk.com
73.	Sun Chemical Corporation (f/k/a Sun/DIC Acquisition Corporation), and DIC Americas Inc. as guarantor	Martha Donovan Norris McLaughlin P.A. 400 Crossing Blvd., 8th Floor Bridgewater, NJ 08807-5933 Tel (908) 252-4240 Fax (908) 722-0755 mndonovan@norris-law.com
74.	Primary Products Ingredients Americas LLC (f/k/a Tate & Lyle Ingredients Americas LLC f/k/a A.E. Staley Manufacturing Company)	John Holsinger John R. Holsinger, LLC One University Plaza, Suite 611 Hackensack, NJ 07601 Tel (201) 487-9000 Fax (201) 487-9011 johnh@jrholsinger.com
75.	Teva Pharmaceuticals USA, Inc.	Aliza R. Cinamon Proskauer Rose LLP Eleven Times Square New York, NY 10036 Tel (212) 969-3417 Fax (212) 969-2900 acinamon@proskauer.com
76.	Teval Corporation (f/k/a Charles F. Guyon General Piping Company)	Lee Henig-Elona Gordon Rees 18 Columbia Turnpike, Ste. 220 Florham Park, NJ 07932 Tel (908) 377-9165 Fax (908) 607-1827 Lhenig-elona@grsm.com
77.	Textron, Inc.	Jamieson Schiff Textron, Inc. 40 Westminster Street Providence, RI 02903 Tel (401) 421-2800 jschiff@textron.com

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78.	KAO USA Inc. (f/k/a The Andrew Jergens Co.)	Bricker Graydon LLP 312 Walnut Street, Suite 1800 Cincinnati, OH 45202 Attn: M. Zack Hohl Tel (513) 629-2760 ZHohl@brickergraydon.com
79.	Messer LLC (f/k/a Linde LLC, f/k/a The BOC Group, Inc.)	Richard F. Ricci, Esq Lowenstein Sandler LLP One Lowenstein Drive Roseland, NJ 07068 Tel (973) 597-2462
80.	Three County Volkswagen	Lee Henig-Elona Gordon Rees 18 Columbia Turnpike, Ste. 220 Florham Park, NJ 07932 Tel (908) 377-9165 Fax (908) 607-1827 Lhenig-elona@grsm.com
81.	Tiffany and Company	Camille Otero Gibbons P.C. One Gateway Center Newark, NJ 07102-5310 Tel (973) 596-4511 Fax (973) 639-8320 COtero@gibbonslaw.com
82.	Wyeth (now known as Wyeth LLC) on behalf of itself and (1) its subsidiary American Cyanamid Company (now known as Wyeth Holdings LLC), and (2) Shulton Inc.	Ronald J. Schott, Esq. Assistant General Counsel Pfizer Inc. 100 Route 206 North Peapack, NJ 07977 Tel (908) 901-7844 Fax (845) 474-4201 ronald.schott@pfizer.com